
MASTER COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1461 and LOCAL 2832



and

HOMELAND HOUSING



Effective
January 1, 2018 – December 31, 2020



Canadian Office & Professional Employees
Local 491

15100 (01)

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PREAMBLE

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

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

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in full force and effect from January 1, 2018 to December 31, 2020 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period of sixty (60) to one hundred twenty (120) days prior to its expiration date.
- 1.02 Where notice to amend this Agreement is given, this Agreement shall remain in full force and effect until a new Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code. There shall be no strike or lockout during the term of this agreement.
- 1.03 CUPE shall supply each Employee within the bargaining unit with a copy of this Agreement within thirty (30) days of it coming into effect. All new Employees within the unit shall be supplied with a copy of this Agreement by the Union during orientation.
- 1.04 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.05 Changes in this Collective Agreement may be made by the parties, provided that such changes are reduced to writing and are executed by the signing officers of the parties to the Agreement. Such changes shall become part of the Collective Agreement.

ARTICLE 2 – DEFINITIONS

- 2.01 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto requires.

- 2.02 "Area Service Manager" shall mean the Area Service Manager or designate in charge of facilities.
- 2.03 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Wage Grid, exclusive of any premium payments including overtime or any other amounts.
- 2.04 "Board" shall mean the Board of Directors of Homeland Housing as appointed from time to time by the Member Municipalities.
- 2.05 "Casual Employee" shall mean one who is not regularly scheduled but who works on a call-in basis; and/or is scheduled to relieve in the case of illness, leaves of absence and/or vacations or perform extra duties as operations require.
- (a) In the event that a Casual Employee does not provide Administration with a valid reason for either three (3) consecutive refusals of shifts or is unavailable for over two (2) months, such Employee may be removed from the Casual list and employment with the Employer.
- 2.06 "Chief Executive Officer" shall mean the Chief Executive Officer of Homeland Housing.
- 2.07 "Classification" shall mean the Employee's position on the wage grid.
- 2.08 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal, resignation or retirement.
- 2.09 "Cycle of the Shift Schedule" shall mean the period of time when the shift schedule repeats itself and in no case, will exceed a period of four (4) weeks.
- 2.10 "Employer" shall mean Homeland Housing and shall include such officers as Homeland Housing may appoint or designate from time to time to carry out duties in respect to the operation and management of Homeland Housing.
- 2.11 "Full-time Employee":
- (a) In Local 1461 shall mean an Employee who is scheduled to work seventy (70) hours or more over a fourteen (14) day period. All full-time Employees shall normally work a minimum of eight (8) hours per day.
- (b) In Local 2832 shall mean an Employee who is scheduled to work thirty-seven and one-half (37½) hours per week averaged over one (1) complete cycle of the shift schedule. All full-time Employees shall normally work a minimum of seven and one half (7½) hours per day.
- 2.12 "Part-time Employee" shall mean an Employee who works less than those hours established for full-time employment. The Employer will not normally create part-time positions where the number of hours worked fall below the minimum threshold of the benefits provider.

The Employer will endeavor to optimize the number of part-time employees who are

eligible for benefits.

- 2.13 "Regular Employee" shall mean one who works on a full-time or part-time basis, and has completed the required probationary period.
- 2.14 "Shift" shall mean:
- (a) a day tour of duty excluding overtime hours, and
 - (b) either day, evening or night
 - (c) there shall be no split shifts.
- 2.15 "Student" shall mean an Employee who is actively enrolled in high school or a post-secondary institution. Students who are below the age of majority will not work unsupervised at any time.
- 2.16 "Temporary Employee" shall mean one who is hired on a temporary basis in accordance with Article 35.05 to fulfill a temporary vacancy of two (2) months up to six (6) months in duration, or an approved sick or other leave of up to six (6) months. Subject to the terms of Article 35.05, if a Temporary Employee's assignment is extended to twelve (12) months or more, all the provisions of this Agreement, including seniority, clothing allowance and benefits will apply.
- 2.17 "Time worked" shall be deemed to have been worked on the day on which the majority of hours of the shift fall, for the purposes of applying the terms of this Collective Agreement.
- 2.18 "Union" shall mean the Canadian Union of Public Employees, Local 1461 and Local 2832.
- 2.19 "Week" shall mean that period between midnight on Sunday and midnight on the immediate following Sunday.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise limited by the provisions of this Agreement, to determine all matters pertaining to the management of its affairs. Except as limited by the Collective Agreement, the direction of employees is fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to maintain order, discipline and efficiency; to organize and reorganize the work of employees, and hire, appoint, discharge, promote, demote, classify, transfer within the Lodge, lay off, recall, suspend or otherwise discipline employees; make or alter, from time to time, rules and regulations to be observed by employees; determine and change the operation of the Employer, and determine and change the methods of carrying out the Employer's operations; set standards for performance of work, determine work to be performed by employees, and determine the time or times an employee is to work. Matters not covered by the provisions of this Collective Agreement will be dealt with at the sole discretion of the Employer.

3.02 The Employer agrees to exercise these rights in a fair and reasonable manner.

ARTICLE 4 – UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees as may be covered by the most recent Certification order issued by the Labour Relations Board of the Province of Alberta.
- 4.02 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. Any such agreement shall be rendered null and void and shall be discontinued immediately upon receipt of notice by the Union.
- 4.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 4.04 Copies of all correspondence and job postings regarding staff changes, including retirements, resignations, appointments, promotions, and terminations, shall be sent to the respective Local.
- 4.05 An Employee representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement.
- 4.06 An Employee shall have the right to Union representation at any individual meeting called by the Employer. Prior to such meetings, the Employee shall be informed of their right for a Union Steward or Representative to be present and of the reason for the meeting.
- 4.07 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or for the purposes of training or instruction and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee. It is understood that the Area Service Manager or Resident Service Manager, as part of their duties, has the right to occasionally do the work of employees covered by this Agreement or for the purposes of instructing new Employees.
- 4.08 The Employer recognizes that the Union shall have the rights to assistance of a CUPE National Representative.
- 4.09 The Employer shall provide a bulletin board for the Union to post notices and information for its members.

ARTICLE 5 – DUES DEDUCTIONS

- 5.01 The Union shall notify the Employer in writing of the amount of any change in dues to be deducted from the Employee's wages not less than thirty (30) calendar days before the effective date of such change.

- 5.02 The Employer shall deduct and pay to the National Secretary-Treasurer of the Union, the Union dues, initiation fees and assessments out of wages due to the Employee within fifteen (15) calendar days following the completion of the last payroll in the calendar month. The Employer shall furnish the names, addresses and phone numbers of Employees on whose behalf the deductions have been made.
- 5.03 The Employer agrees to show on the Employees' T-4 slips the total amount of Union dues deducted for the taxation year.
- 5.04 It shall be the responsibility of the Employee to notify the Employer in writing within fourteen (14) calendar days of any changes in name, marital status, address and contact information. A copy of such notification shall be forwarded to the Shop Steward of the Union.

ARTICLE 6 – DISCRIMINATION

- 6.01 The Employer, the Union and its members agree that there shall be zero tolerance on behalf of anyone for discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by reason of age, race, colour, place of origin, ancestry, political or religious affiliation or beliefs, gender, sexual orientation, marital status, family status or source of income, place of residence, or physical disability, mental disability, nor by reason of membership, non-membership or activity in the Union.

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

- 6.02 Cyber Harassment shall be defined as using any form of social media to bully, harass, coerce or intimidate other Homeland Housing Employees.
- 6.03 Physical harassment shall be defined as hitting, pushing, or other aggressive physical contact, touching or threats to take such action; gestures or the display of offensive signs or pictures.
- 6.04 Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health or job practice, or endangers an Employee's employment status or potential.
- 6.05 Verbal harassment shall be defined as derogatory comments regarding a person's race, colour, sex, sexual orientation, religion, ethnic heritage, mental or physical disability, age, appearance, or other classification protected by law; threats of physical harm; or distribution of written or graphic material having such effects.
- 6.06 With regard to Employees, any action may be considered harassing if it:
- (a) Creates a hostile, intimidating or offensive conditions in work environment
 - (b) Unreasonably interferes with an Employee's work performance
 - (c) Adversely impacts an individual's employment opportunities.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 8 – HEALTH AND SAFETY COMMITTEE

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

ARTICLE 9 – CLASSIFICATIONS AND JOB DESCRIPTIONS

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

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

- (a) If the Union objects to the salary structure established by the Employer and through negotiations, both parties agree to revise the salary structure, the revised salary structure shall be retroactive to the date the new classification was established.
- (b) Failing resolution of the matter by negotiation within a further sixty (60) calendar days of the receipt of the notice from the Employer, it may be referred to Arbitration as provided in Article 10 of this Collective Agreement.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.
- 10.02 An Employee may have the assistance of a Union representative at any time during the grievance procedure.
- 10.03 For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Statutory Named Holidays which are specified in Article 21.

10.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.
- (e) Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of Employees has a grievance, a policy or group grievance may be filed by the Union commencing at Step 2.
- (f) Any grievance, with the exception of policy grievances, is to be submitted by the Union with the grievance being signed by both the Union representative as well as the Employee.

10.05 Steps in the Grievance Procedure

- (a) Step 1

An Employee who has a grievance shall, within fifteen (15) business days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, first discuss the matter with their immediate supervisor and Union representation, and attempt to resolve the grievance at this stage. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

- (b) Step 2

An Employee who has a grievance shall, within ten (10) business days of the

date of discussing the grievance with the Employee's immediate supervisor in Step 1, discuss the matter with the Area Service Manager. The Area Service Manager shall advise the Employee of their decision in writing within ten (10) business days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(c) Step 3

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

10.06 Dispute Resolution Process

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

- (a) The parties may mutually agree to involve a facilitator or mediator and/or any other external resource. Any external resource costs including those of a facilitator/mediator will be cost shared on a 50/50 basis. External resources will be utilized by mutual agreement.
- (b) The facilitator(s) may take notes of discussions to share with the participants and to assist the consultation process. Notes taken by any of the participants are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
- (c) Agreements reached in the Dispute Resolution Process are confidential and without prejudice to the legal and contractual rights of the parties, and shall be confirmed in writing.
- (d) The Union or the Employer may conclude the Dispute Resolution Process at any time by written notice to the other party.
- (e) In the event facilitation is not successful in achieving mutual resolve and/or a withdrawal of a grievance, the parties will revert back to the grievance procedure.
- (f) Notwithstanding the above, the parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further

agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined in this Article or, withdraw the grievance.

10.07 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) business days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within seven (7) business days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to the Arbitration Board; or
 - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall within seven (7) business days endeavor to select mutually acceptable Chair of the Arbitration Board. If they are unable to agree upon the choice of a Chair, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.
- (d) In the case of an Arbitration Board, the Chair shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement. If the Arbitration Board finds that an Employee was unjustly suspended or dismissed or that the degree of penalty was inappropriate to the offence, it may modify the penalty to what is deemed fair in the circumstances.
- (f) Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (g) Any of the time limits contained in the Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 Newly-hired regular Employees shall serve a probationary period of three (3) months. At the completion of three (3) months, probationary Employees shall be given a written performance appraisal. The Employer shall have the right to extend the probationary period once, for up to three (3) months, after advising the Union. A probationary Employee may be dismissed without cause or notice and without recourse to the grievance or Arbitration procedure.
- 11.02 Probation extended past four (4) months is subject to payment as per Alberta Employment Standards.

ARTICLE 12 – HOURS OF WORK

- 12.01 In Local 1461, at the time of change from Standard to Daylight Saving Time, Employees working the midnight shift shall work seven (7) hours and be paid for eight (8) hours. When reverting from Daylight Saving to Standard Time, employees will each work nine (9) hours and be paid accordingly with one (1) hour at the overtime rate. A similar adjustment will be made in Local 2832 based on a seven and one-half (7½) hour weekday.
- 12.02 Work shifts are arranged to provide continuous, twenty-four (24) hour operation of the facility seven (7) days a week.
- 12.03 The Employer will endeavor to provide the Employee with two (2) consecutive days off per week.
- 12.04 The normal hours of work for Local 1461 shall not exceed eight (8) hours in a shift. The normal hours of work for Local 2832 shall not exceed seven and one-half (7½) hours in a shift.
- 12.05 (a) Employees working on day shift in excess of five (5) hours are entitled to two (2) paid fifteen (15) minute rest breaks and one (1) one-half (½) hour unpaid lunch. In the event that an Employee is required to answer alarms during their lunch break, they shall inform the Administration who may grant them a paid lunch break.
- (b) Employees working less than five (5) hours are entitled to a fifteen (15) minute paid rest break for every three and one-half (3½) hours worked.
- (c) Employees working evening and night shifts are entitled to two (2) paid fifteen (15) minutes rest breaks and one (1) one-half (½) hour paid lunch break during every eight (8) hour shift. The lunch break shall be included in the eight (8) hour shift. Similar breaks will be allotted for seven and one-half (7½) hour shifts.
- (d) If the Employer requires an Employee to be readily available for duty during their meal period, and the meal period cannot be rescheduled in the same shift they shall receive the overtime rate for the break.
- 12.06 The Employer shall develop a shift schedule for the length of one (1) complete cycle of the shift schedule. The schedule shall continually repeat itself without alternation

unless alteration is necessary for operational reasons. Where alteration becomes necessary, the new shift schedule shall be posted no less than four (4) weeks in advance, in the case of such alternation, Employees will maintain their day, evening or night shift designation.

12.07 If the Employer makes a change to the master schedule, with less than seven (7) calendar days notice:

- (a) to an Employee's scheduled shift, the Employee shall be paid at the rate of one and one-half (1½) times their basic rate of pay for all hours worked during each changed shift.
- (b) to an Employee's scheduled day off, the Employee shall be paid at the rate of one and one-half (1½) times their basic rate of pay for all hours worked during the first (1st) shift, and two (2) times their basic rate of pay for all hours worked during each consecutive day off thereafter.
- (c) the Employer shall take reasonable steps to notify the Employee of the shift.
- (d) A call-in or call-back is not a change to the master schedule pursuant to this Article.

12.08 Shift schedules shall provide for the following:

- (a) no less than twelve (12) hours off between shifts;
- (b) no more than ten (10) days worked in a fourteen (14) calendar day period;
- (c) no more than six (6) days worked in a row;
- (d) no more than eight (8) hours per day; and
- (e) excepting casual Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time Employees who perform the work involved.

12.09 Except by mutual agreement between the Employee and the Employer where the Employee has no requirement to accept, shift schedules shall provide for:

- (a) no more than two (2) weekends during one (1) complete cycle of the shift schedule for full-time Employees and no more than three (3) weekends during one (1) complete cycle of the shift schedule for part-time Employees; and
- (b) no less than two (2) consecutive days off at a time for full-time Employees.

12.10 (a) Regular Employees may exchange shifts with an Employee within the same classification and bargaining unit, provided that:

- (i) the exchange is agreed to, in writing, between affected Employees; and
- (ii) prior written approval of such exchange has been given by the Employer.

- (b) Such exchange shall be recorded on the shift schedule.
 - (c) Such exchange shall not be deemed a violation of the provisions of this Agreement and the provisions of Article 12.07 shall be deemed waived.
 - (d) The overtime provisions of this Agreement are waived in circumstances where a shift is exchanged.
 - (e) The Employee is to provide the Administration with a minimum of four (4) business days' notice in writing of shift exchanges. Requests to book off shifts will require seven (7) business days' notice in writing. Such request shall not be unreasonably denied.
- 12.11 (a) Part-time Employees who are scheduled for additional hours over and above their regularly scheduled shifts:
- (i) shall be paid their basic rate of pay for any additional hours so scheduled, notwithstanding the provisions of Article 12.07;
 - (ii) shall be paid in accordance with Article 14 where the total hours of work exceed those in Article 12.04.
- (b) In the case of additional hours resulting from vacation, leaves of absence, sick leave or Workers' Compensation absences of other Employees of more than two (2) weeks and not more than two (2) months in duration, such hours shall be offered to part-time Employees in the order of their seniority provided that there is a part-time Employee that:
- (i) has indicated in writing in advance their availability for such additional hours; and
 - (ii) possesses the qualifications of the job and the ability to perform the work for such additional hours;
- (c) Notwithstanding Article 12.11 (b), the Employer will not be obligated to offer additional hours to part-time Employees as per Article 12.11 (b), where it would result in the payment of overtime as per Article 14.
- (d) In the case of additional hours resulting from vacation, leaves of absence, sick leave or Workers' Compensation absences of less than two (2) weeks in duration, the Employer may offer such hours to casual Employees.
- 12.12 For the purpose of this Article, a day shall be any twenty-four (24) hour period calculated from the time that the Employee commences the scheduled shift.

ARTICLE 13 – COURSES / TRAINING

- 13.01 (a) Employees shall be paid at their basic rate of pay in accordance with wage grid, for all time spent attending staff meetings scheduled by the Employer. Such time shall not be included for the purpose of calculating overtime and shall not attract any premium pay of any kind.

- (b) Where required by the Employer to attend in-services, Employees shall be paid at their basic rate of pay in accordance with the wage grid for all time spent attending such in-services. Such time shall not be included for the purpose of calculating overtime and shall not attract any premium pay of any kind. If the training ends at a time that the Employee is not able to return to work by the end of their scheduled shift, the Employer will pay until the end of the full shift.
 - (c) When the Employer makes the attendance at staff meetings compulsory, the Employees will be compensated in accordance with the Collective Agreement.
- 13.02 (a) The Employer shall provide Employees with required training and education courses according to their job positions. Attendance and successful completion of Employer required training and education courses shall be compulsory for all Employees.
- (b) The Employer agrees to pay for required training and course expenses (as applicable) including registration fees, cost of learning materials/supplies, accommodations, vehicle allowance and meal allowance of ten dollars (\$10) per day, if meals are not supplied. When an Employee attends one (1) of the required training sessions and/or courses, the Employee shall suffer no loss of regular earnings for attending such programs.
 - (c) Employees may request financial assistance in accordance with the Employer's Employee Education Policy.
- 13.03 (a) Maintenance Workers and Cooks who successfully obtain additional training may apply for an available posted position for which they are eligible and be compensated accordingly if awarded the position.
- (b) Activity Coordinators and Head Cooks who successfully obtain additional training and qualifications will move to the higher position on the wage grid upon providing proof of same.
- 13.04 Each new Employee being training in all general worker positions shall receive a minimum of two (2) days training prior to working such a shift independently. Existing Employees may voluntarily receive this additional training.
- 13.05 Each new Employee, and existing Employees assigned to new job duties, shall receive a minimum of two (2) days training in each facility for the job duties for which they have been hired, prior to working a shift independently. Employees may request refresher training.

ARTICLE 14 – OVERTIME

- 14.01 Overtime for Local 1461 is all time authorized by the Employer in excess of eight (8) hours per day or eighty (80) hours in a two (2) week rotation. Hours worked in excess shall be paid for at one and one-half (1½) times the Employee's regular rate of pay.
- 14.02 Overtime for Local 2832 is all time authorized by the Employer and worked by an

Employee in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week rotation. Hours worked in excess shall be paid for at one and one-half (1½) times the Employee's regular rate of pay.

- 14.03 There will be no reduction in the normal work day to equalize overtime worked.
- 14.04 Employees shall not be required to work with less than twelve (12) hours of rest between regularly scheduled shifts. Where an Employee works with less than twelve (12) hours of rest between such shifts, they shall be paid at the applicable overtime rate for any hours worked during the twelve (12) hour rest period.
- 14.05 Regular Employees shall have the option, with written notification to the Area Service Manager, of banking their overtime hours at one and one-half (1½) hours for every one (1) hour worked. (e.g. eight (8) hours overtime = twelve (12) hours of regular time banked). Banked overtime may be used in increments of four (4) hours. If banked time is not used up within six (6) months of earning it, it shall be paid out at the appropriate overtime rate on the Employee's next regular pay.

ARTICLE 15 – CALL BACK, CALL-IN AND ON-CALL

- 15.01 (a) Call back occurs when an Employee is called back and required to work after the completion of their regular shift on that day.
- (b) Call-in occurs when an Employee is called-in and required to work on a scheduled day off or when the Employee has been assigned on-call in accordance with Article 15.03.

15.02 (a) First Call Back

When an Employee is required to respond to a call, the Employee shall receive a minimum of three (3) hours at the basic rate of pay or the applicable overtime rate, whichever is greater. Should any additional calls to deal with the same problem that prompted the original call be received during the first two and one-half (2½) hours of the first call back, the Employee shall respond to the call as part of the original call.

(b) Further Call Backs

Should additional calls be required which fall outside the conditions in Article 15.02 (a), then they shall be paid as a new call back.

15.03 Maintenance Employee

The Employer may assign on-call duty to a maintenance Employee outside their regularly scheduled shift during which time the Employee must be readily available to return to work and remain in fit condition to do so. During all such on-call hours, the Employee shall receive two dollars (\$2.00) per hour.

ARTICLE 16 – WAGES AND PAY DAYS

- 16.01 Employees shall be paid their basic rate of pay in accordance with the rates of pay as set out for their classification in the wage grid.
- 16.02 Employees will be paid on a biweekly basis on the Friday following a two (2) week period ending on the previous Saturday. In the event a statutory holiday falls on the regular pay day, Employees will be paid on the last working day preceding the statutory holiday
- 16.03 All monies will be deposited directly into the Employee's bank account. An electronic statement of earnings will be made available to Employees by noon (12:00) on the day the deposit is made, Employees may have access to their electronic payroll profile at a designated computer at each lodge.
- 16.04 An Employee required to fill the position of a higher classification of pay shall receive the higher rate of pay, at their incremental step for the period of relief.
- 16.05 **Time Sheets**

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

ARTICLE 17 – OVERPAYMENT OF WAGES AND/OR ENTITLEMENTS

- 17.01 Should the Employer issue an Employee an overpayment of wages and/or entitlement, then the Employee shall notify the Employer as soon as reasonably possible, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. The Employer will only request back payment for a period of up to a maximum of two (2) years from the time the Employer became aware of the error except in situations of fraudulent claims or activity.

ARTICLE 18 – SHIFT DIFFERENTIAL, RESPONSIBILITY, AND TRAINING ALLOWANCE

18.01 Shift Differential

In addition to an Employee's basic rate of pay, an Employee shall be paid for each hour worked, exclusive of overtime hours worked, as follows:

Weekday Evening (Monday-Thursday between 15:00 and 23:00)	\$ 1.25
Weekday Night (Monday-Thursday between 23:00 and 08:00)	\$ 1.75

Weekend Day (Saturday/Sunday between 08:00 and 15:00)	\$ 1.50
Weekend Evening (Friday/Saturday/Sunday between 15:00 and 23:00)	\$ 2.00
Weekend Night (Friday/Saturday/Sunday between 23:00 and 08:00)	\$ 2.50

18.02 (a) Responsibility

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

(b) Training

If assigned staff training duties by the Employer, the Employee so assigned will receive an allowance of one dollar and fifty cents (\$1.50) per hour for every hour so, assigned providing there is proper documentation completed and reviewed by administration.

ARTICLE 19 – VEHICLE ALLOWANCE

19.01 Reimbursement for mileage will be paid at the Revenue Canada rate without deductions to those Employees who are required to use their personal vehicle for Employer business in accordance with the Employer policy. The cost of the difference between personal vehicle insurance and business use insurance will be reimbursed by the Employer annually when proof of insurance is provided and where the expenditure is approved in advance.

19.02 When travel is completed, Employees shall within fourteen (14) calendar days submit completed "Expense Claim Forms" to Administration.

ARTICLE 20 – PYRAMIDING

20.01 Except where expressly authorized in this Agreement, there shall be no pyramiding of premiums.

ARTICLE 21 – STATUTORY NAMED HOLIDAYS

21.01 This Article shall apply to all employees.

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

- | | |
|--------------------|----------------------|
| New Year's Day | August Civic Holiday |
| Alberta Family Day | Labour Day |
| Good Friday | Thanksgiving |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

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

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

- (a) work their scheduled shift immediately preceding and immediately following the Statutory Named Holiday except where the Employee is absent because of sickness or other reasons acceptable to the Employer; and
 - (b) work on the holiday when the Employee is scheduled or required to do so.
- 21.04 (a) When a Statutory Named Holiday falls on a day that would otherwise have been worked, the Employee will receive their regular hourly rate for the Employee regularly scheduled hours.
- (b) When a Statutory Named Holiday falls on an eligible Employee's regularly scheduled day off, the Employee will receive another day off with pay within thirty (30) days of the that holiday (full-time regular Employee) or will be paid their regular hourly rate for their regularly scheduled hours (casual Employee).
 - (c) When a Statutory Named Holiday falls during an eligible Employee's sick leave, maternity leave, or any other leave of absence, no other day off in lieu will be granted, nor will holiday pay be paid for that holiday.
 - (d) When a Statutory Named Holiday falls on a full-time Employee's vacation it shall be scheduled as a Statutory Named Holiday.
 - (e) A statutory holiday shall be deemed to include from 0:01 to 24:00 on the day of the holiday subject to Article 2.17.
 - (f) Any Employee required to work on Christmas Day shall receive two and one-half (2 ½) times their straight time rate for the hours worked on the holiday, or one (1) regular day of pay plus an additional day off with pay paid at one and one-half (1 ½) times the regular rate of pay.
- 21.05 (a) A full-time and part-time Employee scheduled or required to work on any of the Statutory Named Holiday shall be paid one and one-half (1½) times their basic rate of pay for all hours worked and by mutual agreement between the Employer and Employee, be given time off equivalent to the hours worked on the holiday. Such time off shall be arranged and taken within thirty (30) days of the holiday and the holiday pay shall be payable on that day. If time off cannot be provided the Employee shall receive an additional day's pay.
- (b) Temporary, casual and student Employees who work on a Statutory Named Holiday shall be paid one and one-half times (1½) times their basic rate of pay for all hours worked. Temporary, casual and student Employees whether or not they work on the holiday shall be paid in addition to their basic rate of pay, in lieu of Statutory Named Holiday, five percent (5%) of all hours worked and paid at the basic rate of pay on each and every pay cheque.

ARTICLE 22 – VACATIONS

22.01 A regular full-time and part-time Employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- (a) An Employee who has completed twelve (12) calendar months of service shall receive three (3) weeks' vacation with pay based on six percent (6%) of their wages earned in the previous year.
- (b) An Employee who has completed six (6) years of service shall receive four (4) weeks' vacation with pay based on eight percent (8%) of their wages earned in the previous year.
- (c) An Employee who has completed fifteen (15) years of service shall receive five (5) weeks' vacation with pay based on ten percent (10%) of their wages earned in the previous year.
- (d) An Employee who has completed twenty (20) years of service shall receive six (6) weeks' vacation with pay based on twelve percent (12%) of their wages earned in the previous year.
- (e) Existing Employees who exceed these allotments will be grandfathered. A list of grandfathered Employees including their entitlement, will be provided to the Union by January 1, 2018.
- (f) As of signing date, any previously accumulated vacation time will be carried over and used before the end of 2018.

22.02 Employees shall accrue vacation entitlement on a monthly basis based on their service entitlement as provided in Article 22.01 above.

22.03 Vacation pay for regular Employees is based on their current wage rate.

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

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

22.05 **Time of Vacation**

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- (b) Where Employees have submitted their requests for vacation within the timeframe of January 1st to March 31st stipulated in Article 22.05 (a), vacation

dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation that are submitted after March 31st shall be dealt with on a first-come, first-serve basis. A regular Employee who chooses to take vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one (1) vacation period within a calendar year.

- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) A regular Employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, unless otherwise mutually agreed between the Employee and the Employer.
- (e) In the event available vacation is not used by the year end, the Employee may elect to carry over up to five (5) days of vacation into the next year. The Area Service Manager must be notified of this request in writing at least two (2) weeks prior to December 31st. The carryover vacation days must be used within the first three (3) months of the year.
- (f) Paid vacation time can be used in minimum increments of one (1) day as mutually agreed between the Employer and the Employee.
- (g) The Area Service Manager has the right to schedule unused vacation time during the fourth (4th) quarter of the year unless there is mutual agreement between the Employer and the Employee to carry over the vacation in accordance with Article 22.05 (e).
- (h) An Employee required by the Employer to return to work during their approved scheduled vacation shall receive one and one-half (1½) time their basic rate of pay for all hours worked, and their vacation days shall be reinstated for use at a future date.

22.06 In the case of outstanding vacation payout, the Employee shall be paid by direct deposit on the second pay period of the following year.

22.07 Temporary Employees and students shall be paid an amount equivalent to five percent (5%) of their earned salary in accordance with the Employment Standards Code.

22.08 Sick While on Vacation

- (a) Where a regular Employee qualifies for sick leave of three (3) days or more, pursuant to Article 23.06, during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the mutual agreement of the Employee and the Area Service Manager.
- (b) In order to qualify for sick leave under this provision, the Employee must provide a signed letter from a physician that states the length of time the Employee would be off work with the illness or injury. The nature of the illness or injury and treatment shall remain a confidential matter between the Employee and their physician. An Employee may discuss the illness, injury and/or treatment with the Employer if the Employee so chooses.

- 22.09 Upon termination of employment, Employees shall be paid for the unused vacation time that has been earned through to the last day of employment.
- 22.10 Vacation entitlement shall apply to part-time and casuals on a pro-rata basis.
- 22.11 Vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed upon by the Employer and the Employee.

ARTICLE 23 – SICK LEAVE

- 23.01 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness, quarantine and accidents for which compensation is not payable under the Workers' Compensation Act.
- 23.02 The accrual and use of sick leave credits will be administered in accordance with the following:
- (a) After completion of the probationary period, regular full-time Employees shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1½) working days for each full month of employment.
 - (b) Sick leave credits will be calculated based on one hundred percent (100%) of the Employee's base pay rate at the time of absence and the total hours worked each month, but will not include any premiums or overtime rates.
 - (c) Unused sick leave benefits will be allowed to accumulate until eight hundred (800) hours. A part-time Employee shall be eligible to earn sick leave credits on a pro rata basis based upon the hours worked each month.
 - (d) For the purpose of computing sick leave accumulation, days on which the Employee is on vacation shall be counted as working days.
 - (e) Paid sick leave shall only be granted up to the amount of the accumulated sick leave credits.
- 23.03 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 23.04 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits for the duration of the illness or as provided below, whichever first occurs. An Employee who has accumulated vacation time may utilize said vacation time if all sick leave credits have been exhausted. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with no less than fourteen (14) calendar days written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same increment of the wage grid, the salary schedule, and other benefits that accrued prior to the Employee's disability;
 - (b) if the Employee substantiates that they are incapable of performing the duties of their former position but is capable of performing the duties of another position, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Agreement.
- 23.05 A regular Employee shall be granted the use of sick leave credits in the event of family illness which shall include parents, children, or other dependents to a maximum of six (6) days per year.
- 23.06 Employees who are unable to report for work due to illness or injury should notify the Area Service Manager as soon as possible. When possible, the Employee shall endeavor to contact the Area Service Manager on each additional day of absence up to three (3) days. If an Employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement may be required. The Employer will reimburse the Employee if there is a cost to obtain the physician's statement.
- 23.07 If an Employee is absent for more than five (5) calendar days in a twelve (12) month period as a result of a recurring illness or a non-occupational accident or quarantine, the Employee may be required to undergo a job functional analysis. The Employer will pay the costs of any such analysis.
- 23.08 Sick leave credits shall not be used in advance of being earned.
- 23.09 Upon termination of employment, all sick leave credits shall be cancelled and no further payments to the Employee shall be made.
- 23.10 (a) Sick leave shall not accrue while in receipt of compensation from the Workers' Compensation Board or during a period of absence in excess of one (1) month in the case of:
- (i) illness;
 - (ii) injury;
 - (iii) layoff; or
 - (iv) leave of absence, except Article 27 *Union Leaves*; Article 26 *Jury Duty*.
- (b) For the purpose of computing sick leave accumulation, days on which the Employee is on vacation shall be counted as working days.
- 23.11 Subject to Article 23.01 and 23.02, an Employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 23.12 Where Employees are aware that they will be absent from work for more than two (2) weeks, they shall advise the Employer in writing a minimum of fourteen (14) calendar days prior to the date of returning. Where such notice is given an Employee will be

scheduled for relief in accordance with Article 12.11.

23.13 The Employer shall advise Employees monthly of their total sick leave credit accumulation and any deductions made from their sick leave credits as of the end of the preceding month.

23.14 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 12, 35 and 39.

ARTICLE 24 – PARENTAL LEAVE

24.01 Maternity/Paternity Leave

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

24.02 Adoption Leave

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

ARTICLE 25 – BEREAVEMENT LEAVE AND COMPASSIONATE LEAVE

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

- (a) "Immediate Family" shall mean spouse, children, step-children, parents, step-parents, brothers, sisters, mother-in-law, father-in-law, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, step-grandparents, and grandchildren. These relationships are deemed to include the

current common-law relationships of the Employee.

- (b) "Extended Family" shall mean aunts, uncles, nieces, nephews, and cousins. These relationships are deemed to include the current common-law relationships of the Employee.

- 25.02 An Employee shall be granted bereavement leave with pay for up to five (5) working days following the death of any immediate family member of the Employee. Before bereavement leave may be taken, Employees are required to notify the Employer of the days which they will be absent from work. In exceptional circumstances, the Employer may agree to extend the period of time within which such leave may be taken. Such request will not be unreasonably denied.
- 25.03 In the event of the death of an extended family member, an Employee shall be granted bereavement leave with pay for up to one (1) working day, provided such leave commences within seven (7) consecutive days immediately following the death of the extended family member.
- 25.04 Bereavement leave shall be extended by up to two (2) days without loss of salary for an immediate family member, if travel in excess of four hundred (400) kilometers from the Employee's residence is necessary.
- 25.05 An Employee may request to use vacation in addition to the leave specified in this Article.

ARTICLE 26 – CIVIC OBLIGATIONS

- 26.01 Time off without loss of pay will be granted when necessary for the fulfilling of civic obligations, such as jury duty, mandatory Court appearances, or voting.
- 26.02 The Employer will reimburse the Employee for the difference between any fees or monies they received for obligations such as jury duty and the regular wage they would have received.

ARTICLE 27 – UNION LEAVE

- 27.01 Employees appointed to represent the Union at Union functions shall, upon written application, be granted leave of absence provided such leave does not create an undue operational hardship on the Employer. The Employee shall give a minimum of seven (7) calendar days' written notice to the Employer when making a request for such a leave of absence.
- 27.02 In addition to leave granted in accordance with Article 27.01, no more than two (2) members of the bargaining unit per year during the term of this Agreement will be entitled to attend annual convention or other such conventions, gatherings or educationals for a period not to exceed eight (8) days.
- 27.03 Leave granted in accordance with Articles 27.01 and 27.02 will be without pay. For the purpose of Articles 27.01 and 27.02, the Employer agrees to maintain the wages and benefits of the affected Employees whole and will invoice the Union for such costs which the Union will reimburse.

- 27.04 Up to three (3) Employees per Local appointed to represent the Union on the Union Negotiating Committee will be granted leave without loss of regular pay.
- 27.05 Up to three (3) Employees appointed to represent the Union at joint meetings with the Employer such as Labour Management, shall be granted leave without loss of regular pay to attend such meetings.
- 27.06 Employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, for a period of one (1) year. Such leave may be renewed each year, on written request, based on operational requirements.
- 27.07 No Union activity, other than as provided in Articles 4, 7, 8 and 10, shall take place on Homeland Housing premises without the prior approval of the Area Service Manager.

ARTICLE 28 – OTHER LEAVES OF ABSENCE

- 28.01 All requests for other leave shall be made in writing and shall be made fourteen (14) working days prior to the beginning of the requested leave, except in emergency or unforeseen situations. The Employer will not unreasonably deny such requests.
- 28.02 Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits shall be provided by the Employer for the first thirty (30) calendar days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.
- 28.03 The Employer agrees to return the Employee to the same classification and pay step as prior to the commencement of the leave.
- 28.04 A leave of absence is any leave other than bereavement leave and sick leave and may be granted:
 - (a) where the request for a leave is submitted to the Employer in writing and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;
 - (b) for reasons acceptable to the Employer;
 - (c) on a without pay or benefits basis.
- 28.05 Notice of intention of returning to work must be given to the Employer within two (2) weeks prior to the date of return specified in accordance with Article 28.04 (a). Failure to return from a leave of absence on the specified date will automatically terminate employment.
- 28.06 Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of the leave of absence.
- 28.07 Within thirty (30) days written notice, Employees may request unpaid education leave to

a maximum of one (1) year, with approval for which shall not be unreasonably denied by the Employer provided the course of study will be of benefit to the Employer or is directly related to the Employee's current or future employment with the Employer. Courses longer than one (1) year shall be considered at the Employer's discretion.

28.08 During the course of the leave of absence all entitlements accumulated at the time of departing on leave, including seniority, will be suspended and remain intact.

ARTICLE 29 – PERSONNEL FILE

29.01 An Employee shall have the right at anytime to have access to, and may be provided with access to copy, their personnel file during office hours upon providing administration with at least one (1) business day notice and with a Union Representative present. No evidence from the Employee's personnel file may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.

ARTICLE 30 – DISCIPLINE, DISMISSAL, AND RESIGNATION

30.01 (a) Dismissal or discipline of any Employee shall only be for cause. Any dismissal or discipline of an Employee may be subject to the grievance procedure.

(b) Discipline shall normally be progressive and be appropriate and measured to the incident that gave rise to the discipline.

30.02 Providing no further related incidents have occurred, and the matter referred to in the disciplinary notice(s) is not subject to a grievance, an Employee shall have disciplinary notices removed from their file after eighteen (18) months.

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

30.04 The Employer may discipline Employees for just cause, by providing written disciplinary notices to Employees for poor conduct, unsatisfactory job performance or infraction of the Employer's rules, regulations and policies. This does not prevent immediate suspension or dismissal for just cause. Copies of all written disciplinary notices issued shall be forwarded to the Union, and all written disciplinary notices shall be signed by the Employee and Administration.

30.05 An Employee shall have the right to have Union representation at any disciplinary meeting or discussion that may lead to discipline. Any dismissal or discipline of an Employee may be subject to the grievance procedure (Article 10).

ARTICLE 31 – BENEFITS / MEDICAL FOR CUPE LOCAL 1461

31.01 Employees shall be provided with meals during their shift. There shall be no charge to Employees for this taxable benefit.

31.02 Workers' Compensation coverage shall be provided by the Employer for all Employees.

- 31.03 Should the Alberta Government re-institute Alberta Health Care Premiums, the following will apply. Alberta Health Care group coverage is provided to all regular Employees. The premium costs are seventy percent (70%) for the Employer and thirty percent (30%) for the Employee. Premium deductions for Alberta Health Care are mandatory if a regular Employee does not have coverage elsewhere.
- 31.04 Medical/Dental Plans are provided for all regular Employees with premium costs at seventy percent (70%) for the Employer and thirty percent (30%) for the Employee. A vision care program is provided for all full-time Employees. Premium deductions for the Medical, vision care and dental plans are mandatory if an Employee does not have coverage elsewhere.
- 31.05 Life Insurance and Long-term Disability plans are mandatory for all full-time Employees with premium costs at seventy percent (70%) for the Employer and thirty percent (30%) for the Employee. Life insurance is provided and is mandatory for all regular part-time Employees.

ARTICLE 32 – BENEFITS / MEDICAL FOR CUPE LOCAL 2832

- 32.01 The Employer agrees to pay seventy (70%) percent of the total premium cost for the Encon Group Inc. Insurance plan and the Employee agrees to pay thirty percent (30%) of the total premiums. The plan includes an extended health and a dental plan for all regular Employees, including eighty per cent (80%) basic dental and fifty percent (50%) major dental coverage. Vision Care amount remains at three hundred dollars (\$300) and Dental coverage remains at two thousand five hundred dollars (\$2500). An Employee Assistance program for regular full-time Employees and regular part-time Employees who have completed the probationary period is also provided.
- 32.02 Life Insurance, Dependent Life Insurance and AD&D coverage is mandatory for all regular full-time Employees with the premium costs at seventy per cent (70%) for the Employer and thirty per cent (30%) for the Employee.
- 32.03 The Employer agrees to notify the Union in writing of any changes to the insurance carrier and to discuss such changes one (1) month in advance of any such change coming into effect. Decisions regarding coverage shall be determined by the insurer of such benefits and shall not be subject to the grievance and arbitration process. Participation in the benefit plan is mandatory for those Employees who are eligible unless they provide proof of similar or better coverage elsewhere.
- 32.04 Any money realized by the Employer through the operation of the Employment Insurance Rebate Program may be used by the Employer to off-set the cost benefit premiums.

ARTICLE 33 – PENSION PLAN FOR CUPE LOCAL 2832

- 33.01 In this Article the term used shall have the meanings as described:
- (a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for hours not worked; and
- (iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means any Employee in the bargaining unit who has completed the probationary period.

33.02 Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to the plan.

33.03 The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

33.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan, or be responsible for providing any such benefits or any other costs whatsoever.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties as per Article 33.02.

It is understood and agreed by the Employer and the Union that should current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified by the Collective Agreement as per Article 33.02, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation and in no case will the Employer's obligation to contribute to the Plan or assume additional costs exceed that defined in Article 33.02.

33.05 The Employer agrees to provide the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each Eligible Employee by Article 33.05 of this Collective Agreement are:

- (i) To Provide Once Only at Plan Commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- (ii) To Be Provided with each Remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - YTD Pension Contributions
 - Employer portion of arrears owing due to error, or late enrollment by the Employer

- (iii) To Be Provided Once and if Status Changes
 - Full Address as provided to the Home
 - Termination date where applicable (MM/DD/YY)

- (iv) To Be Provided Once if they are Readily Available:
 - Gender
 - Marital Status
 - Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expenses of the Plan, unless the Employer is obligated by law to provide the information.

The Union will provide the Employer with at least thirty (30) days notice in writing should these requirements change.

33.06 The Employer agrees to be bound by the term of the Agreement and Declaration of Trust dated February 13, 1990, and the rules and regulations of the Plan adopted by the Trustees, both as they may be amended from time to time to the extent that the terms do not conflict or modify the obligations of the Employer as described in Article 33 of this Collective Agreement. Should such a conflict arise, the terms of the Collective Agreement shall prevail.

ARTICLE 34 – GROUP RRSP FOR CUPE LOCAL 1461

34.01 Part-time Employees may choose to participate in the Retirement Pension Plan (RPP) if the carrier agrees.

- (a) The Retirement Pension Plan (RPP) is mandatory for all regular full-time Employees.

- (b) Part-time Employees may choose to participate in the plan once a year on March 1st of every year. Once a part-time Employee has enrolled in the plan they must continue to participate in the plan.

34.02 The Employer will match one hundred (100%) of an Employee's contribution from two percent (2%) up to five percent (5%) of their wages.

ARTICLE 35 – VACANCIES, JOB POSTING, AND APPLICATIONS

- 35.01 All vacant positions which the Employer requires to be filled and all new positions will be posted in the Lodge. Each posting shall state the following information:
- (a) responsibilities,
 - (b) qualifications,
 - (c) existing shift schedule.
 - (d) basic rate of pay,
 - (e) the full-time equivalency of the position, if applicable, and
 - (f) to whom applications should be submitted.
- 35.02 All vacancies or newly established positions shall be posted internally for at least seven (7) days, before any outside advertisement or postings, unless the Employer and the Union agree in writing to a longer or shorter period. All applicants within the bargaining unit and the Union will be advised of the results of the competition within fourteen (14) days of its conclusion.
- 35.03 Where vacancies are to be filled or new classifications are created within the scope of this Agreement, such vacancies shall be filled wherever possible from within the bargaining unit. Such vacancies shall be filled on the basis of seniority provided that the applicants possess the necessary qualifications of the job and have the ability to perform the work.
- Notwithstanding the foregoing, in the case of vacancies or newly created positions within the classification of student, preference will be given to casual Employees then students who are enrolled in an educational institution.
- 35.04 Where no applicant from within the bargaining unit possesses both the qualifications of the job and the ability to perform the work, the Employer may post the position externally at the expiration of the period specified in Article 35.02.
- 35.05 Temporary vacancies, excluding parental leaves, shall be up to six (6) months in duration. A vacancy may be extended past six (6) months by mutual and written agreement between the Employer and the Union.
- (a) Temporary vacancies shall be posted and filled in accordance with Article 35.02, Article 35.03 and Article 35.04.
 - (b) The provisions of Article 12.07 of this Agreement will not apply as a result of any changes to the shift schedule which may occur through the operation of this Article.
 - (c) All regular full-time and part-time Employees currently in the employ of the Employer shall be allowed to apply for temporary positions without loss of benefits or status of their position. Employees shall be paid at the rate of the vacant position, and return to their former position upon the end of the vacancy.
 - (d) The temporary position will end immediately upon the return to work of the absent Employee, and the Employee will return to their previous classification and status, if any, held prior to the temporary position.
- 35.06 Vacancies of two (2) months or less are not required to be posted and are considered casual vacancies. Such vacancies shall be filled by part-time Employees first, then

casual. Any Employee, including students, required to fill shifts in a higher paid classification shall be paid at the rate of such classification.

ARTICLE 36 – TRANSFER AND PROMOTION

- 36.01 Upon transfer to a position with the same range of pay, the Employee shall retain the same rate of pay and anniversary date held in their former position.
- 36.02 The salary of an Employee promoted or classified to a higher classification shall be paid on the same step in the new classification that they occupied in their previous classification (i.e. they would move from start rate to start rate or job rate to job rate). The Employees' anniversary date shall not change.
- 36.03 Promotion will be based on the qualifications, skills and abilities needed to fill the position. Where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.
- 36.04 Any Employee transferred or promoted to a new classification within the wage grid shall serve a trial term of three (3) calendar months from the date of promotion to that position. The trial term shall only be extended by mutual agreement between the Employer and the Union.
- (a) During the trial term if, in the opinion of the Employer, the Employee fails to demonstrate their suitability for that position, or upon the request of the Employee, the Employer shall remove the Employee from that position, and the Employee will be placed in their former classification and full-time equivalency (F.T.E), without posting and without any contravention of the posting provisions in Article 35, at their former basic rate of pay.
- 36.05 During this trial period, the Employee may choose, or the Employer may direct the Employee to return to the Employee's former position and basic rate of pay without loss of seniority.

ARTICLE 37 – SENIORITY

- 37.01 As of January 1, 2018, all existing Employees of the two (2) Locals, hired prior to this date, will retain their current seniority level and increment step but will begin accruing seniority going forward based on regular hours of work. All new hires after this date will accrue seniority based on regular hours of work.
- 37.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:
- (i) the employment relationship is terminated by either the Employer or the regular Employee, or
- (ii) twelve (12) months has expired following lay-offs.
- (b) Seniority will not accrue:
- (i) thirty (30) days after being laid off;

- (ii) with Workers' Compensation leave in excess of ninety (90) days;
- (iii) with Long-term Disability leave in excess of ninety (90) days; or
- (iv) with unpaid leave of absence in excess of thirty (30) days.

37.03 An up-to-date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

37.04 Any casual or temporary Employee achieving a regular position shall have seniority credited back to the Employee's date of hire as a casual or temporary Employee.

37.05 In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

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

- (a) Seniority will be forfeited.
- (b) Notwithstanding Article 37.06 (a), seniority will not be forfeited but cease to accrue while an Employee is in an excluded position if:
 - (i) the Employee returns to a position in the bargaining unit within one (1) year of commencing the excluded position; and
 - (i) there is no break in service between leaving the excluded position and re-entering the bargaining unit.

37.07 Casuals to be called in on the basis of date of hire.

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

- (a) resignation of the Employee in writing;
- (b) discharge for just cause;
- (c) if the Employee fails to return for work after lay-off pursuant to Article 39.02;
- (d) if the Employee fails to report to work without permission for a period exceeding three (3) working days;
- (e) upon the expiration of eighteen (18) months following a lay-off during which time the Employee has not been recalled.
- (f) the Employee retires.

ARTICLE 38 – CLOTHING AND UNIFORM ALLOWANCE

- 38.01 All regular full-time and regular part-time Employees, who have completed their probationary period in accordance with Article 11, and temporary Employees who have worked continuously for twelve (12) months or more, shall receive an allowance of one hundred fifty dollars (\$150) annually on March 28th of each year during the term of this Agreement to cover part of the cost of uniforms or work apparel.
- 38.02 All students, casual and temporary Employees who have completed three hundred fifty (350) hours of work shall receive an allowance of seventy-five dollars (\$75) annually, or a pro-rata share based on full-time employment and a full year of service, on March 28th of each year during the term of this Agreement to cover part of the cost of uniforms as described in Article 38.01.
- 38.03 The Employer agrees that "Casual Day Fridays" shall be maintained with Employees allowed to wear blue jeans that are not tattered or torn.

ARTICLE 39 – LAYOFF AND RE-EMPLOYMENT

39.01 Layoff

- (a) Layoff is defined as a separation from employment as a result of lack of work, or a reduction in hours to regular full-time or regular part-time Employees.
- (b) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit wide seniority, providing they have the qualifications to perform the job available.
- (c) The Employer shall notify and consult with the Union, where possible, in advance of serving layoff notice to any Employee. The Employer shall notify in writing Employees who are to be laid off fourteen (14) calendar days before the layoff is to be effective, except that the fourteen (14) calendar days notice shall not apply where layoff results from a natural disaster, fire, flood or a work stoppage by Employees not covered by this Agreement.
- (d) When an Employee has not been given fourteen (14) calendar days notice, or when the layoff results from a natural disaster, fire, flood or a work stoppage by Employees not covered by this Agreement the Employer agrees to pay the Employee(s) the difference between the fourteen (14) calendar days and the actual amount of notice given.
- (e) The laid-off Employee, in accordance with Article 39.01 (c), shall have the opportunity to either:
- (i) accept the layoff; or
 - (ii) accept a vacant position for which they are qualified, if available; or
 - (iii) where it is necessary to reduce the hours of the work rather than layoff the whole position, the Employee may choose to accept the reduced hours of work; or
 - (iv) bump into a position for which they are qualified; or

(v) work as a casual Employee.

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

39.03 Re-employment and Recall

- (a) Employees who are laid off shall have the opportunity to apply for vacant positions for a period of twelve (12) months following the date of layoff. Such positions will be posted and awarded in accordance with Article 35.
- (b) Employees on layoff shall be recalled in order of their seniority. Employees who are laid off shall notify the Employer in writing of the positions, including the classification(s) and the shift(s), which they wish to be considered for if a vacancy arises. Such written notice shall serve as a laid off Employee's application in the event that such a vacancy occurs while they are on layoff.
- (c) Employees who are laid off shall submit to the Employer their current address and telephone number. In the event that the Employer is unable to contact the Employee personally, notice of re-employment shall be by registered mail to the address provided by the Employee and will be deemed to be received seven (7) days after mailing.
- (d) Employment shall be deemed terminated when an Employee does not return from layoff on the start date specified in the notification of re-employment, or on the expiry of twelve (12) months from the date of layoff whichever occurs first.
- (e) An Employee re-employed in accordance with Article 39.03 (a), (b), and (c) shall retain all rights, benefits and entitlements that were in effect at the date of layoff Employees will not, however, accumulate sick leave credits, vacation, or seniority while on layoff.

39.04 New Hires

- (a) While there are Employees on layoff, the Employer will not hire any new Employees unless none of the Employees on layoff have the knowledge, qualifications, and abilities to do the work available.
- (b) Employees on layoff may choose to indicate their availability for casual shifts to the Employer, and work such shifts, without jeopardizing their right to re-employment pursuant to Article 39.03.

ARTICLE 40 – MEDICATIONS

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

ARTICLE 41– NOTICE BOARD

41.01 A suitable notice board will be made available to the Union for the purpose of posting notices of meetings. Other notices may be posted on such board provided they are first approved by the Employer. This notice board must be easily accessible and conspicuous to all Employees.

ARTICLE 42 – WORKERS' COMPENSATION

42.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive their basic rate of pay provided they assign over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. Employees shall only continue to receive their basic rate of pay for a period of one (1) month, after which time, only the monies received from the Workers' Compensation Board will be paid to the Employee.

42.02 An Employee receiving compensation benefits under Article 42.01 shall be deemed to be on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer.
- (b) cease to earn sick leave and vacation credits, but shall suffer no loss of sick leave credits or vacation entitlements which had already accrued prior to Workers' Compensation benefits commencing.
- (c) not be entitled to Statutory, Named Holidays or personal days with pay falling within the period of Workers' Compensation leave.
- (d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.

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

- (a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave that is where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position they held immediately prior to the disability.
- (b) incapable of performing the duties of their former position, but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy.

- (c) incapable of performing the duties of any position, Sick Leave, Article 23, and Group Medical Benefits, Article 31 and 32, shall apply. Eligibility for benefits will be determined in accordance with those Articles.

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

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

ARTICLE 43 – WORK OF THE BARGAINING UNIT / CONTRACTING OUT

43.01 Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency, or when casual staff and bargaining unit members who are on the staff replacement list have been contacted and are not available. The use of volunteers and residents is permitted provided there is no reduction in the regularly scheduled hours of work of any regular Employee as a result and they have signed a liability waiver in relation to the activity undertaken. No Employee acting in the normal course and scope of their duties shall be liable for any injury or damage suffered by a volunteer or resident. The Employer shall provide the Union notification of such an event occurring.

43.02 The Employer agrees not to contract out work of the bargaining unit that would result in the layoff of a regular full-time or regular part-time Employee of the bargaining unit during the term of this agreement.

ARTICLE 44 – CONFLICT OF INTEREST

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

ARTICLE 45 – LONG SERVICE RECOGNITION

45.01 To recognize an Employee's length of service, the Employer will annually arrange for a certificate presentation at a regularly scheduled staff meeting.

45.02 The following outlines the recognition criteria for long service:

- (a) Employees with five (5) years of continuous service
 - Receive a seventy-five (\$75) payment.
- (b) Employees with ten (10) years of continuous service
 - Receive one fifty (\$150) payment.
- (c) Employees with fifteen (15) years of continuous service
 - Receive two hundred (\$200) payment.
- (d) Employees with twenty (20) years of continuous service

- Receive four hundred (\$400) payment.
- (e) Employees with twenty-five (25) years of continuous service
 - Receive six hundred (\$600) payment.
- (f) Employees with thirty (30) years of continuous service
 - Receive seven hundred fifty dollars (\$750) payment.

45.03 Administration will prepare a list of Employees who qualify for the Long Service Awards.

45.04 Payment in recognition of service will be made in the second pay period of January in the year they are eligible.

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

Signed this 27TH day of MARCH, 2018.

For the Union

For the Employer

Jennifer Moore

[Signature]

[Signature]

Cindy Monreal-Pelgrim

[Signature]

[Signature]

Wage Grid #1

Effective January 1, 2018

Position	Start	Level 1	Level 2	Level 3
Building Operator	\$24.57	\$25.96	\$27.06	\$27.88
Maintenance Worker	\$22.75	\$23.41	\$24.00	\$24.72
Red Seal Chef	\$24.48	\$25.25	\$26.27	\$27.54
Head Cook	\$22.03	\$22.59	\$23.15	\$23.71
Cook	\$20.56	\$21.09	\$21.65	\$22.06
Safety Officer	\$17.60	\$18.20	\$19.15	\$20.29
Receptionist	\$17.57	\$18.25	\$19.12	\$19.77
Head Housekeeper	\$22.03	\$22.59	\$23.15	\$23.71
Activity Coordinator (With Certification)	\$17.40	\$18.00	\$18.90	\$19.50
Activity Coordinator (Without Certification)	\$16.58	\$17.10	\$17.90	\$18.54
General Worker	\$17.57	\$18.13	\$18.68	\$19.24
Student	\$15.12	\$15.12	\$15.12	\$15.12

- Level 1 – Starts after successful completion of probationary period of three (3) months.
- Level 2 – Starts twelve (12) months after implementation of Level 1.
- Level 3 – Starts twelve (12) months after implementation of Level 2.

Wage Grid #2

Effective January 1, 2019 (2% Wage Increase)

Position	Start	Level 1	Level 2
Building Operator	\$26.48	\$27.60	\$28.44
Maintenance Worker	\$23.88	\$24.48	\$25.21
Red Seal Chef	\$25.76	\$26.80	\$28.09
Head Cook	\$23.04	\$23.61	\$24.18
Cook	\$21.51	\$22.08	\$22.50
Safety Officer	\$18.56	\$19.53	\$20.70
Receptionist	\$18.62	\$19.50	\$20.17
Head Housekeeper	\$23.04	\$23.61	\$24.18
Activity Coordinator (With Certification)	\$18.36	\$19.28	\$19.89
Activity Coordinator (Without Certification)	\$17.44	\$18.26	\$18.91
General Worker	\$18.49	\$19.05	\$19.62
Student	\$15.42	\$15.42	\$15.42

- Level 1 – Starts after successful completion of probationary period of three (3) months.
- Level 2 – Starts twelve (12) months after implementation of Level 1.

Wage Grid #3

Effective January 1, 2020 (2% Wage Increase)

Position	Start	Level 1	Level 2
Building Operator	\$27.01	\$28.15	\$29.01
Maintenance Worker	\$24.36	\$24.97	\$25.72
Red Seal Chef	\$26.27	\$27.33	\$28.65
Head Cook	\$23.50	\$24.09	\$24.67
Cook	\$21.94	\$22.52	\$22.95
Safety Officer	\$18.94	\$19.92	\$21.11
Receptionist	\$18.99	\$19.89	\$20.57
Head Housekeeper	\$23.50	\$24.09	\$24.67
Activity Coordinator (With Certification)	\$18.73	\$19.66	\$20.29
Activity Coordinator (Without Certification)	\$17.79	\$18.62	\$19.29
General Worker	\$18.86	\$19.43	\$20.02
Student	\$15.73	\$15.73	\$15.73

- Level 1 – Starts after successful completion of probationary period of three (3) months.
- Level 2 – Starts twelve (12) months after implementation of Level 1.

LETTER OF UNDERSTANDING #1

between

Homeland Housing
(the "Employer")

-and-

**Canadian Union of Public Employees,
Local 1461 and Local 2832**
(the "Union")

Re: Benefit Plans


It is agreed that the benefit plans for Local 1461 and Local 2832 will remain as is for the calendar year of 2018.

It's further agreed that the Employer and the Union will meet in the fall of 2018 to review the scope and coverage of both plans with a view of standardizing benefits in 2019. The finalization of the benefits is subject to mutual agreement





The Committee will consist of equal representation from Homeland Housing and Canadian Union of Public Employees, Local 1461 and Local 2832.

Signed this 27TH day of MARCH, 2018.

ON BEHALF OF THE EMPLOYER:


Cindy Manuel Pelquin

ON BEHALF OF THE UNION:


Jennifer Moore

Phil Pat

Phil

Sayo Allard

LETTER OF UNDERSTANDING #2

between

Homeland Housing
(the "Employer")

-and-

Canadian Union of Public Employees, Local 1461
(the "Union")

Re: Exempt the position of Activity Coordinator from Bargaining Unit (Local 1461)

The parties agree to exempt the position of Activity Coordinator from the scope of the Bargaining Unit, as long as the Employee is carrying out managerial duties on behalf of the Employer at Spruce View. The Activity Coordinator, while employed outside the bargaining unit shall work in accordance with the terms and conditions of the Homeland Housing Handbook.

The seniority of the Activity Coordinator will stop accruing on the date the Agreement is ratified by both parties and will start again on the day the Activity Coordinator returns to the bargaining unit or this letter is terminated.

This letter of understanding shall remain in force until this Agreement expires. Either party, however, has the right to terminate this letter with thirty (30) calendar days notice. If the letter is terminated, the Activity Coordinator shall revert to the bargaining unit.

Signed this 29TH day of MARCH, 2018.

ON BEHALF OF THE EMPLOYER:

MDQ
Cristy Manuel-Pelein

ON BEHALF OF THE UNION:

Jennifer Moore
Jim Perle
RWU
Steve Allano

LETTER OF UNDERSTANDING #3

between

Homeland Housing
(the "Employer")

-and-

Canadian Union of Public Employees, Local 2832
(the "Union")

RE: Personal Days

It is agreed that Personal days will no longer be accumulated effective January 1, 2018.

Any personal days accumulated prior to December 31, 2017 must be taken prior to June 30, 2018.

The Employer will provide the Union with a list of Employees who have unused, accumulated personal days entitlement. Members will receive letters from the Employer with instructions on how to view their remaining personal day entitlements.

ON BEHALF OF THE EMPLOYER

mm

Cindy Manal-Pilem

ON BEHALF OF THE UNION

Jennifer Moore

Ju. Pat.

R. White

Lupe Allard