

COLLECTIVE AGREEMENT

BETWEEN

**COUNTY OF STETTLER HOUSING
AUTHORITY**



AND

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 4733**

January 1, 2021 – December 31, 2023

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PREAMBLE

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

- a) To maintain harmonious relations between the Employer, employees and the Union;
- b) To recognize the mutual value of joint discussion and negotiation in matters pertaining to the terms and conditions of employment and to reduce those terms and conditions to writing in the form of a collective agreement;
- c) To encourage efficiency and effectiveness in operations;
- d) To deliver high quality, resident centered services; and
- e) To maintain a positive work environment.

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Agreement, this Agreement shall be in force and effect from January 1, 2021 up to and including December 31, 2023 and from year to year thereafter unless notice of the desire to amend the Agreement is given in writing by either party to the other with not less than sixty (60) days nor more than one hundred and twenty (120) days prior to December 31, 2023.
- 1.02 Negotiations shall commence within thirty (30) days of receipt of such notice, unless both parties agree to extend the time limit. Such agreement shall be in writing. The parties shall exchange bargaining proposals at the first negotiation meeting.
- 1.03 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*.
- 1.04 The Employer shall supply each employee within the bargaining unit with a copy of this Agreement within thirty (30) days of signing of the Agreement. All new employees within the unit shall be supplied with a copy of this Agreement when they are hired.
- 1.05 There shall be no strike, lockout or slowdown during the term of the 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 require.
- 2.02 “Employer” shall mean the County of Stettler Housing Authority, and include officers as the Authority Board may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of the sites or in respect of the administration of this Agreement.
- 2.03 “Union” shall mean Canadian Union of Public Employees, Local 4733.
- 2.04 “Full-time Employee” shall mean one who is regularly scheduled to work the hours specified in Article 9.03.
- 2.05 “Part-time Employee” is one who is regularly scheduled to work less than the hours specified in Article 9.03.
- 2.06 “Permanent Employee” shall mean either a full-time or part-time employee who has completed their probation period and holds a permanent position.
- 2.07 “Temporary Employee” is one who is hired on a temporary basis:
- a) to replace permanent employee who is on an approved leave of absence, sick leave or Workers’ Compensation where the employee has indicated that the absence will exceed three (3) months in duration; or
 - b) for a specific job of more than three (3) months but less than one (1) year
- The employment of the temporary employee will terminate immediately upon completion of the specified term or on ten (10) days written notice, whichever occurs first.
- 2.08 “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, leave of absence and/or vacations for a period of three (3) months or less.
- a) The provisions of this Agreement shall not apply to casual employees except for the following Articles:
 - i) Preamble, 1 (Term of the Collective Agreement), 2 (Definitions), 3 (Management Rights), 4 (Union Recognition)

and Representation), 5 (Dues Deductions), 7 (No Discrimination), 8 (Probationary Period), 9 (Hours of Work), 10 (Overtime), 11 (Premiums), 13 (Wages), 14.07 (Annual Vacation), 15.01, and 15.08 (Named Holidays), 23 (Job Classification), 24 (Job Posting and Promotion), 26 (Discipline), 27 (Grievance and Arbitration Procedure, excluding termination) 29 (Pyramiding), 30 (Parking) and Appendix "A".

- 2.09 "Week" shall mean that period between 0001 on Monday and midnight on the immediate following Sunday.
- 2.10 "Shift" shall mean the time that the Employee commences their regularly scheduled shift as noted on the Master Schedule.
- 2.11 "Master Shift Schedule" means the period of time when the shift schedule repeats itself and in no case will exceed a period of eight (8) weeks.
- 2.12 "Continuous Service" shall mean the period of employment commencing on the latest date of employment as a permanent employee that is not interrupted by termination or dismissal, and shall include all hours worked as a casual or temporary employee in accordance with Article 6.01 (c).
- 2.13 "Basic Rate of Pay" shall mean the incremental step in Appendix "A" applicable to an employee in accordance with the terms of this Agreement, exclusive of any premium payments including overtime or any other amounts.
- 2.14 Call back/call-outs, scheduled overtime, extensions of the scheduled daily hours of work shall be defined as overtime.
- 2.15 The Employer agrees to pay the cost of a Criminal Record Check and/or other documents that is requested by the Employer for any current Employees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Management reserves all rights not specifically restricted by this Agreement. No management rights will be exercised in a manner that is inconsistent with this Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- a) Maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by employees, which are not in conflict of any provision of this Agreement;
- b) Direct the working force, create new positions and/or classifications, determine the number of employees, if any, needed in any position and determine whether or not a position and/or classification will be continued or be declared redundant;
- c) Hire, promote, lay off and recall employees; and
- d) Demote, discipline, suspend or discharge for just cause.

ARTICLE 4 – UNION RECOGNITION & REPRESENTATION

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as described in the Alberta Labour Relations Board Certificate 229 - 2001 and agrees to negotiate with the Union concerning all matters arising out of the Agreement, aiming toward a peaceful and amicable settlement.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer that may be in conflict with the terms of this Agreement. Where an employee wishes to do volunteer work for the Employer, such work will not be considered a violation of this Agreement, but the conditions of the volunteer work shall not cause a reduction of normal scheduled hours of work for any other Employee(s).
- 4.03 Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency, or when bargaining unit members are not available. The use of volunteers is permitted provided there is no reduction in the regularly scheduled hours of work of any permanent employee as a result.
- 4.04 The Employer and the Union shall designate a person, or persons, to whom all correspondence between the parties arising out of this Agreement shall be sent. The parties shall advise each other in writing of their designates within thirty (30) days of the signing of this Agreement. Where there is a change to either party's designates during the term of this Agreement, the party making the change shall inform the other party immediately in writing.
- 4.05 The Union shall inform the Employer in writing of its authorized officers and shop stewards immediately following the effective date of this

Agreement. Where there is a change to that list during the term of this Agreement, the Union shall inform the Employer immediately in writing.

- 4.06 The Union shall have the right to have the assistance of the CUPE National Representative when negotiating with the Employer. The Union shall also be permitted to have the assistance of the CUPE National Representative, or designate, when dealing with the Employer with respect to the resolution of other issues arising from this Agreement provided such assistance does not result in undue delay.
- 4.07 Employees shall be permitted to view their personnel file, Monday to Friday during office hours, with one (1) day's written notice to the Employer.
- 4.08 The Employer shall supply bulletin boards at each work site placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of interest to the Employees. The Union will not intentionally post anything objectionable to the Employer and will remove objectionable material at the request of the Employer.
- 4.09 Union officers shall be permitted to leave their work during working hours without loss of regular wages in order to carry out their functions under this Agreement provided that approval is obtained in advance from the Lodge Manager. Such approval will be granted where it is operationally feasible to do so.
- 4.10 Employees who are selected to attend authorized Union functions, with the exception of collective bargaining, may be granted a leave of absence where:
- a) the request for such leave is made at least fifteen (15) calendar days in advance;
 - b) it is operationally feasible for the Employer to grant such request; and
 - c) the Employer can invoice the Union for all monies paid to the affected employees for such time-off and the Union agrees to pay such invoice within thirty (30) days of receipt.
- 4.11 Employees who are selected to sit on the Union's collective bargaining committee shall be granted time off without loss of seniority or regular earnings in order to attend negotiating sessions with the Employer provided that:

- a) the request for such time off is made at least five (5) days in advance; and
- b) the Employer can invoice the Union for all monies paid to the affected employees for such time-off and the Union agrees to pay such invoice within thirty (30) days of receipt.

ARTICLE 5 – UNION DUES DEDUCTIONS

- 5.01 The Union shall notify the Employer in writing of the amount, or of any change in the amount, of Union dues to be deducted from the employees' wages not less than thirty (30) days before the effective date of such change. All Union dues deducted from an employee's pay shall be identified as such on the employee's statement of earnings. Unless the Union dues change, the deductions will be calculated at 1.85% of the employees' regular earnings, not including premiums or overtime paid.
- 5.02 A statement listing appointments, promotions, demotions and separations with the date of termination, hiring or appointment shall be sent by the Employer to the Union every four (4) weeks.
- 5.03 The Employer shall pay to CUPE National no later than the tenth (10th) day of the following month following the completion of the last payroll in the calendar month, the union dues of employees as deducted from their regular monthly wages. The Employer shall furnish the names of employees on whose behalf the deductions have been made, including the union dues paid by each employee, and the total amount paid to all such employees at the basic rate of pay.
- 5.04 The Employer shall indicate on the T-4 slip of each employee the total amount of Union dues paid by the employee for that taxation year.
- 5.05 It shall be the responsibility of the employee to notify the Employer of any changes in name, marital status or place of residence.
- 5.06 Upon request by the Union, every six (6) months, the Employer shall provide an updated list of the employees' names, addresses and phone numbers to the Union.

ARTICLE 6 – SENIORITY

- 6.01 An employee's seniority date shall be determined on the basis of the date upon which an employee's continuous permanent service within the

bargaining unit commenced and shall include all continuous permanent service with the Employer prior to the certification of the Union (September 11, 2001).

- a) Seniority shall not apply during the probationary period. Once the probationary period has been completed, seniority shall be credited from the first day worked and an employee's continuous permanent service will run from that date.
- b) Where two (2) or more employees' continuous permanent service within the bargaining unit commenced on the same date, seniority will be determined on the basis of the date of the application for employment.
- c) Where a temporary or casual employee becomes permanent and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a temporary or casual employee since the date of certification of the Union (September 11, 2001). The seniority date shall be adjusted by one (1) day for every eight (8) hours of work.

6.02 Seniority shall be a factor in determining:

- a) The filling of vacancies and promotions in accordance with the provisions of Article 24;
- b) Layoff in accordance with the provisions of Article 25; and
- c) Vacation time in accordance with the provisions of Article 14.

6.03 An employee shall not lose, or cease to accrue, seniority, if absent from work due to:

- a) illness or disability;
- b) vacation;
- c) named holidays;
- d) bereavement leave;
- e) union leave;
- f) maternity/parental leave;
- g) lay-off; or
- h) unpaid leave of absence for less than thirty (30) days.

- 6.04 An employee shall forfeit seniority:
- a) upon the expiry of twelve (12) months following the date of lay-off if the employee has not been recalled during that time;
 - b) if an employee is recalled and does not return to work in accordance with Article 25;
 - c) upon a change in status from permanent to casual employee;
 - d) failure to return from a leave of absence on the specified date of return except for reasons acceptable to the employer;
 - e) if an employee accepts a position with the Employer which is excluded from the bargaining unit.

6.05 Notwithstanding 6.03 (f), seniority will not be forfeited but cease to accrue, while an employee is in an excluded position if:

- a) the employee returns to a position in the bargaining unit within one (1) year of commencing the excluded position; and
- b) there is no break in service between leaving the excluded position and re-entering the bargaining unit.

6.06 The Employer shall maintain a seniority list showing the date upon which the employee's continuous service commenced calculated in accordance with this Article. An up-to-date seniority list shall be posted on all notice boards by January 1st and July 1st of each year with a copy to the Union.

ARTICLE 7 - NO DISCRIMINATION

7.01 There shall be no discrimination, interference, restriction or coercion exercised or practiced by either the Employer or the Union in respect of any employee by reason of age, race, creed, color, national origin, political or religious affiliation, sex, sexual orientation, marital status, family status, place of residence, or disability, nor by reason of membership, non-membership or activity in the Union.

7.02 The County of Stettler Housing Authority is committed to providing a harassment free work environment in which all individuals are treated with respect and dignity as per the policy.

ARTICLE 8 – PROBATIONARY PERIOD

- 8.01 New employees shall serve a probationary period of five hundred and twenty (520) hours worked or the first six (6) months of employment whichever comes first.
- 8.02 New employees will receive a written performance appraisal prior to completing five hundred and twenty (520) hours of work or the first six (6) months of employment whichever comes first while serving probation. Employees will be advised, at that time, whether they:
- a) have successfully completed probation; or
 - b) have failed to successfully complete probation and are terminated.
- 8.03 The Employer has the right to terminate the employment of a probationary employee at any time, for performance related issues, lack of suitability for the position or legitimate business reasons, during the probationary period. Such termination may be subject to the Grievance Procedure up to and including Step 2, however, the decision of the CAO shall be final and binding upon the Union and the Employee. There shall be no recourse to the Board or arbitration.

ARTICLE 9 – HOURS OF WORK

- 9.01 The work schedules shall provide for a continuous operation twenty-four (24) hours per day, every day of the week and at all sites operated by the Employer.
- 9.02 For the purpose of this Article, a day shall be any twenty-four (24) hour period calculated from the time that the employee commences their regularly scheduled shift.
- 9.03 Regular hours of work for full-time employees, inclusive of meal periods shall be:
- a) eight (8) hours per day, with the exception of employees in the Cook and Head Cook classification, who are required to work ten (10) hours per day; and
 - b) forty (40) hours per week.
- 9.04 Regular hours of work shall include, as scheduled by the Employer:

- a) two (2) paid rest periods of fifteen (15) minutes each during each full shift of at least eight (8) hours; or
- b) three (3) paid rest periods of twenty (20) minutes during each full shift for employees working ten (10) hours, or
- c) one (1) paid rest period of fifteen (15) minutes during each half shift of at least four (4) hours; and
- d) a paid meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the employee works in excess of four (4) hours.
- e) during rest and meal periods employees may be required to perform work related tasks as the need arises; therefore, employees are required to remain on site.

9.05 The Employer shall develop a master schedule for the length of up to an 8-week period. The schedule shall continually repeat or rotate itself without alteration unless alterations are necessary for operational reasons. Where such alteration becomes necessary, the new shift schedule shall be posted no less than one (1) month in advance.

9.06 Except by mutual agreement between the Union and the Employer, the Master work schedule shall provide for:

- a) no more than five (5) consecutive days of work;
- b) no more than one site, except for Maintenance Workers and Activity Coordinators, Employees in floater position(s) and new employees hired after January 1, 2006, who may be required to attend multiple sites;
- c) no more than four (4) weekends during one (1) complete 8-week period of the shift schedule for permanent employees;
- d) no less than two (2) consecutive days off in a week for permanent employees, unless mutually agreed otherwise between the Employer and the Union;
- e) no split shifts;
- f) not less than twelve (12) hours off between scheduled shifts; and
- g) not less than three (3) hours per shift.

9.07 Except when the application of this Article is waived by mutual agreement in writing between the Union and the Employer, if in the course of a posted shift schedule, the Employer makes a change with less than ten (10)

calendar days' notice to an employee's scheduled shift by moving between day, evening or night shifts, the employee shall be paid at the rate of one and one-half times (1 ½ x) their basic rate of pay for all hours worked during the first (1st) changed shift.

- 9.08
- a) Employees may exchange shifts among themselves, provided that:
 - i) the exchange is agreed to, in writing, between affected scheduled employees; and
 - ii) prior approval of such exchange has been given by the Lodge Manager and confirmed in writing.
 - b) Such shift exchange shall be recorded on the shift schedule and shall be considered the employee's regularly scheduled shift.
 - c) Such shift exchange shall not be deemed a violation of the provisions of this Agreement.
- 9.09
- a) Where the Employer offers additional hours to a part-time employee, the hours shall not change or alter an employee's regularly scheduled shift, and the Employer shall be obligated to advise the employee of the following:
 - i) This is an offer of additional hours pursuant to Article 9.09 and you are under no obligation to accept the additional hours.
 - ii) You will be paid at your basic rate of pay only unless you exceed the number of hours specified in Article 9.03; and
 - iii) This offer of additional hours does not constitute a change to your shift schedule and Article 9.07 does not apply.
 - b) Part-time employees who accept and work additional hours over and above their regularly scheduled shifts:
 - i) shall be paid their basic rate of pay for any additional hours so scheduled; and
 - ii) shall be paid in accordance with Article 10 where applicable.
 - c) In the case of additional hours resulting from an authorized absence of another employee of more than two (2) weeks but not more than three (3) months in duration, the Employer shall contact part-time employees in the order of their seniority provided that:
 - i) there is a part-time employee who has indicated in writing, on the existing "Employee Availability Form," in advance their availability for such additional hours and possesses the

qualifications of the position and the ability to perform the work; and

ii) that the additional hours do not result in the payment of overtime as per Article 10.01.

d) In the case of additional hours resulting from an authorized absence of another employee of less than two (2) weeks in duration, the Employer shall offer such hours to part-time employees and then to casual employees only if there is no part-time employee(s) are available for these hours.

e) Casual employee hours shall be distributed as equally as possible between all Casual employees.

9.10 a) Employees shall be paid their basic rate of pay for all time spent attending mandatory staff meetings scheduled by the Employer, and the Employee shall be paid a minimum of three (3) hours for such meetings held outside their normal scheduled shift.

b) Where required by the Employer to attend in-services, or other required courses, employees shall be paid their basic rate of pay for all time spent attending and the Employer shall cover the costs of such in service and courses, time spent in accordance with Article 9.10 (a) and (b) shall be paid at the applicable basic rate of pay only with no overtime or premiums.

9.11 At the time of change from Mountain Standard Time to Daylight Saving Time, employees working the night shift shall be paid an additional hour of work at the overtime rate. At the time of change from Daylight Saving Time to Mountain Standard Time, employees working the night shift shall work seven (7) hours and be paid for seven (7) hours.

ARTICLE 10 – OVERTIME

10.01 Overtime is all time authorized in advance by the Employer and worked by an employee in excess of :

a) eight (8) hours per day, with the exception of employees in the Cook and Head Cook classification for whom overtime will apply to all hours in excess of ten (10) hours per day; or

b) forty (40) hours per week, "Week" shall mean that period between 0001 on Monday and midnight on the immediate following Sunday;

c) all hours exceeding six (6) consecutive days.

- 10.02
- a) Overtime shall be paid at one and one-half times (1 ½ x) the employee's basic rate of pay; or
 - b) An employee may choose to take time off in lieu of overtime pay. Such time off will operate as follows:
 - i) time off will be granted on the basis of one and one half (1 ½) hours for every hour of overtime worked;
 - ii) the maximum number of overtime hours that can be banked is 26.7 hours (equivalent to 1 week of 40 hours off) in any six (6) month period. If any banked time is used within that six (6) month period, the Employee may re-bank overtime hours back to the maximum.
 - iii) such time off must be taken at a time which is mutually acceptable to the employee and Employer and within six (6) months of the overtime being worked; and
 - iv) in the event that the employee and Employer are unable to reach an agreement, the overtime will be paid out in the following pay period.
- 10.03 Where an employee works overtime in accordance with Article 10.01 (a), such overtime shall be paid in the pay period in which it is earned.

ARTICLE 11 – PREMIUMS

- 11.01 In addition to an employee's basic rate of pay, the following premiums shall be paid for each hour worked:
- a) One dollar and fifty cents (\$1.50) per hour where the majority of the hours fall between 1500 and 2300 and this shift shall be called Evenings;
 - b) Two dollars (\$2.00) per hour where the majority of hours fall between 2300 and 0700 hours and this shift shall be called Nights; and
 - c) One dollar and seventy five cents (\$1.75) per hour where the majority of hours fall between 1500 hours on Friday and 0700 hours on Monday and this shift shall be called Weekends.
 - d) Employees working the evening or night shifts that work alone shall be paid an additional four dollars and seventy five cents (\$4.75) per

hour for all hours working alone. The Manager shall make every reasonable effort to ensure that staff does not work alone.

- e) Housekeeper in charge: an employee who is assigned the duties of Head Housekeeper for a period of longer than four (4) hours shall receive responsibility pay of two dollars (\$2.00) per hour for all hours worked.

11.02 Premiums paid in accordance with Article 11.01 shall not be included in the calculation of overtime; however, employees shall be entitled to receive such premiums when in receipt of overtime in accordance with Article 10.

ARTICLE 12 – ON CALL/CALL BACK

12.01 Employees may be assigned on call duty whereby they are required to be readily available to return to work and in fit condition to execute their duties. On call shall be shared equally between employees within the classification assigned on call.

12.02 Where an employee is assigned on call duty, they shall be paid:

- a) One dollar and seventy five (\$1.75) for each hour they are assigned on call after the completion of their regular shift on that day if during the week; or
- b) Two dollars (\$2.00) for each hour they are assigned on call after the completion of their regular shift on that day if during the weekend (Friday 1600 hours to Monday 0800 hours) or on a named holiday as per Article 15.

12.03 Call back occurs when an employee required to return to work after the completion of their regular shift on that day or on a day when they are not scheduled to work. The employee shall not collect a second call back premium if, during that call back, a second call comes during the same time period (already at the Lodge) to a different location or for a different issue as this would be considered pyramiding.

12.04 Where a full-time employee is called back, they shall be paid for a minimum of two (2) hours at one and one half times (1 ½ x) their basic rate of pay or one and one half times (1 ½ x) their basic rate of pay for all hours worked, whichever is greater.

12.05 Where a part-time employee is called back, they shall be paid:

- a) at their basic rate of pay for all hours worked or two (2) hours at one and one-half times (1 ½ x) their basic rate of pay, whichever is greater.
- b) Notwithstanding Article 12.05 (a), employees shall be paid at the overtime rate as per Article 10.01, for each hour worked during the call back where the total hours worked in that day exceed eight (8), with the exception of employees in the Cook and Head Cook classification, for whom overtime will apply to all hours in excess of ten (10) hours per day.

ARTICLE 13 – WAGES

- 13.01 Employees shall be paid their basic rate of pay in accordance with the rates of pay as set out for their classification in Appendix "A".
- 13.02 All employees are required to record their hours on their own time sheet on a bi-weekly basis. All time sheets must be submitted bi-weekly and approved by the applicable Lodge Manager.
- 13.03 An employee required to temporarily fill a position of a higher paid employee shall receive the rate of pay of the higher classification at the same incremental step of the salary grid as they normally occupy, for all hours worked during the period of relief. An employee required to temporarily fill a position of a lower paid employee shall suffer no loss in their basic rate of pay. An Employee required to temporarily fill a position of a lower paid Classification shall suffer no loss in their rate of pay.
- 13.04 Employees shall be paid for all hours worked bi-weekly on Friday, except where Friday falls on a Named Holiday when the preceding banking day shall be used.
- 13.05 All monies will be deposited directly into the employee's bank account. A statement of earnings will be provided to employees on the day the deposit is made.
- 13.06 Employees will receive written confirmation of changes to their basic rate of pay as they occur.
- 13.07 When both the Employer and the affected employee agree an error in their pay has occurred, the error shall be corrected at the first possible opportunity and no later than the next pay period.
- 13.08 Employees shall be entitled to have one meal and two snacks at the cost of \$4.00 for each day when the employee is working at the facilities at the

Employees option in writing. The meals and snacks will be the same as those provided to the lodge residents. The above cost shall increase by the percentage increase negotiated effective January 1, 2016 and each year thereafter.

2021 - \$4.43

2022 - \$4.46

2023 - \$4.50

13.09 Employees who have achieved a Step on the grid as outlined in Appendix "A" shall not lose that step once earned.

ARTICLE 14 - ANNUAL VACATION

14.01 For the purposes of this Article, "Vacation Year" means:

a) The twelve (12) month period of continuous permanent employment following the first (1st) day of employment, and from year to year thereafter for permanent employees.

14.02 During each complete vacation year of continuous service with the Employer, all permanent employee (s) employees shall earn vacation with pay to be taken in the following vacation year as follows:

a) after one (1) year of employment – three (3) weeks' vacation

b) after five (5) years of employment – four (4) weeks' vacation

c) after fifteen (15) years of employment – five (5) weeks' vacation.

d) After twenty-two (22) years of employment – six (6) weeks' vacation.

Example: Part-time employees shall be entitled to the above vacation based on the average number of days worked in each week in the previous year prior to their anniversary date.

14.03 An employee shall be entitled to take three (3) weeks' vacation in one unbroken period. Employees shall also be entitled to take vacation in periods as short as one (1) full day. Vacation requests will not be unreasonably denied where it is operationally feasible to grant the request.

14.04 All earned vacation time shall be taken by the end of the following vacation year unless otherwise mutually agreed. Where such vacation has not been taken by the end of the following vacation year and no mutual

agreement has been reached, the Employer retains the right to schedule vacation for the employee.

- 14.05 The Employer will, no later than March 1st of each year, request staff vacation time to be submitted. Preference for vacation time will be determined as follows:
- a) Where two or more employees' selections overlap, seniority shall be determining factor in granting the vacation request.
 - b) Requests for vacation made after April 1st, will be considered on a first come basis.
 - c) Vacation requests will not be unreasonably denied where it is operationally feasible to grant the request.

14.06 Where an employee is terminated, the employee shall receive vacation pay based on the vacation entitlement earned, but not taken, up to the date of termination.

14.07 On each pay cheque, temporary and casual employees shall be paid, in addition to their basic rate of pay and any other premiums owed, the following percentage of their total earnings, exclusive of premiums and all hours paid at one and one half times (1 ½ x) the basic rate of pay:

- a) less than two thousand and eighty (2080) hours worked - four percent (4%);
- b) after two thousand and eighty (2080) hours worked – six percent (6%); and
- c) after ten thousand, four hundred (10,400) hours worked – eight percent (8%).

14.08 Where a Named Holiday falls during:

- a) a full-time employee's vacation, the employee shall receive an additional day with pay added to their vacation accrual;
- b) a part-time employee's vacation and on a day which would otherwise be a regularly scheduled day of work, the employee shall receive an additional day with pay added to their vacation accrual.

ARTICLE 15 - NAMED HOLIDAYS

15.01 The following Named Holidays are recognized by the Employer:

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

and will include any other such days proclaimed by the Municipal, Provincial or Federal Government.

15.02 To qualify for Named Holiday pay the employee must:

- a) work their scheduled shift immediately preceding and immediately following the Named Holiday except where the employee is absent because of sickness, bereavement leave or other reasons acceptable to the employer;
- b) work on the holiday when the employee is regularly scheduled or required to do so; and
- d) have worked for the Employer for no less than thirty (30) days in the twelve (12) month period preceding the Named Holiday.

15.03 An employee shall not be entitled to Named Holiday pay, while:

- a) on lay-off;
- b) in receipt of Workers' Compensation benefits, Short Term Disability (STD), or LTD;
- c) on an unpaid leave of absence.

15.04 Where a Named Holiday falls on an employee's regularly scheduled day of work and the employee does not work, the following will apply:

- a) A full-time employee will receive the day off with pay based upon the full-time hours of work in accordance with Article 9.03.
- b) a part-time employee will receive the day off with pay based their normal days paid at their basic rate of pay.

- 15.05 Where a Named Holiday falls on a day that is a permanent employee's regularly scheduled day off, the employee shall receive the following:
- a) a full-time employee shall receive an alternate day off with pay based upon the full-time hours of work in accordance with Article 9.03.
 - b) a part-time employee will receive the day off with pay based upon the average hours worked per day in the previous eight (8) weeks and will be paid at their basic rate of Pay.
- 15.06 Where a permanent employee works on a Named Holiday they shall be paid one and one-half time ($1\frac{1}{2}x$) their basic rate of pay for all hours worked on the Named Holiday and be given the equivalent time off with pay on an alternate day.
- a) Time off in accordance with this Article shall be arranged and taken within ninety (90) days of the holiday. If a mutually acceptable time cannot be agreed upon between the Employer and the employee, the employee shall be paid their basic rate of pay for all hours worked on the Named Holiday in lieu of time off with pay.
 - b) Where a permanent employee works on a Named Holiday, the employee may opt to be paid two and one-half times ($2\frac{1}{2}x$) their basic rate of pay for all hours worked on the Named Holiday and forego an alternate day off with pay. The Employees option must be included on the time sheet that contains the Name Holiday.
- 15.07 Where a Named Holiday falls during a permanent employee's vacation, the employee shall receive an additional day with pay added to their vacation accrual
- 15.08 Casual or temporary employees who accept an additional shift and who work on a Named Holiday shall be paid one and one-half times ($1\frac{1}{2}x$) their basic rate of pay for all hours worked.
- 15.09 Where possible, employees who are scheduled to work on Christmas and Boxing Day one year will be scheduled to work New Year's Eve and New Year's Day instead the following year.
- 15.10 When an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

ARTICLE 16 - SICK LEAVE

- 16.01 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings for regularly scheduled shifts in accordance with Article 9.06 and 9.08, during absences due to illness, quarantine and accident for which compensation is not payable under the Workers' Compensation Act.
- 16.02 The accrual and use of sick leave credits will be administered in accordance with the following:
- a) full-time employees shall be allowed a credit for sick leave from the date of employment at the rate of one and one quarter (1- $\frac{1}{4}$) working days for each full month of employment.
 - b) part-time employees shall be allowed to accumulated sick leave credit from the date of employment for each full month of employment on a prorated basis according to the actual hours worked.
 - c) sick credits will be accumulated in accordance with this Article up to a maximum credit of sixteen (16) working days (96 hours for Employees working 6 hours per day, 128 hours for Employees working 8 hours per day and 160 hours for Employees working 10 hour days) provided however, that an employee shall not be entitled to use sick leave credit prior to the completion of their probationary period.
 - d) Sick leave shall not accrue during a period of absence in excess of one (1) month in the case of:
 - i) illness;
 - ii) injury;
 - iii) layoff;
 - iv) leave of absence; or
 - v) periods while in receipt of compensation from the Workers' Compensation Board.
 - e) When an employee has accrued the maximum sick leave credit of sixteen (16) working days the employee shall no longer accrue sick leave credits until such time as the employee's total accumulation is reduced below the maximum. At that time the employee shall recommence accumulating sick leave credits.
 - f) If an employee is unable to schedule a medical, optical, dental or physical therapy appointment outside their scheduled hours of work and requires time off for the purpose of attending such appointment,

provided the employee has been given prior authorization by the Employer, such absence shall be charged against the employee's accumulated sick leave in hourly increments. Employees may be required to submit satisfactory proof of such appointment.

- g) For the purpose of computing sick leave accumulation, Named Holidays and vacation days shall be counted as working days.

16.03 Subject to Article 16.01 and 16.02, 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 shifts 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.

16.04 Employees reporting sick shall advise the Employer as soon as possible, and in any case, before the commencement of their next scheduled shift. The employee will be considered absent without authorization and will lose that day's pay for failing to do so. Where, however, it is established that, due to the nature of the sickness, it was impossible for an employee to notify the employer in advance, the employee will be granted the sick leave credits. Where employees are aware that they will be absent from work for more than two (2) weeks, they shall advise the Employer in writing.

16.05 Where the Employer deems it necessary due to excessive absenteeism, or an absence of three (3) days or more, an employee may be required to provide medical proof of illness prior to being paid sick leave.

16.06 The Employer shall advise employees upon request of their total sick leave credit accumulation and any deductions made from their sick leave credits as of the end of the preceding month.

16.07 a) Sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the employee from resuming their duties at the conclusion of the vacation period and the employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 16.03.

- b) Should an employee demonstrate, to the satisfaction of the Employer, that they were admitted to a hospital as an "in-patient" during the course of their vacation, the employee shall be deemed to be on sick leave for the period of the stay in hospital, subject to the

provisions of Article 16.03. In the case of an "in-patient" admission to hospital, as above, employees may re-schedule their vacation.

- 16.08
- a) An employee may apply for Short Term Disability (STD) or Long Term Disability (LTD) when eligible to do so in accordance with criteria of the applicable plan.
 - b) On request, the Employer shall provide a Record of Employment to an employee for the purpose of eligibility for Employment Insurance Benefits if the employee has exhausted their sick leave credits.
 - c) While an employee is receiving Short Term Disability (STD), the employee's Medical Benefits under Article 18 and RRSP Benefits under Article 19.02, shall continue to apply with both the Employer and employee paying their share of the benefit premium for the seventeen (17) week period or for the period outlined in the benefit carries plan rules. While an employee is receiving Long Term Disability (LTD), the employee will be responsible to pre-pay on a monthly basis; both the Employer and employee share of all benefit premiums under Article 18 and RRSP Benefits under Article 19.02 that have not been waived.
 - d) An employee who has exhausted their sick leave credits and is in receipt of Short Term Disability (STD) or Long Term Disability (LTD) in excess of thirty (30) days shall keep the Employer advised as to when they are expected back to work and shall provide the Employer with no less than fourteen (14) days written notice and medical confirmation of readiness to return to work:
 - i) 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 "Appendix A", the salary schedule, and other benefits that accrued prior to the employee's disability;
 - ii) 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 they are capable of performing. In such a case the Union agrees to waive the posting provisions of this Agreement.
 - iii) at the expiration of twenty-four (24) months from the last day worked, if an employee is not capable of performing the duties of their former position, or for whom, after reasonable

effort having been made, alternate employment is not available, it shall be deemed that the employment relationship has terminated.

- 16.09 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.
- 16.10 An employee who has exhausted their sick leave credits and is not in receipt of Short Term Disability (STD) or Long Term Disability (LTD) shall be required to provide the Employer with medical documentation upon request describing the employee's ability to return to work. Such requests shall be made only as required and not more often than monthly. Any and all obligations of the Employer shall be negated should the employee fail to keep the Employer so informed.
- 16.11 If no one else is available to care for the needs of an immediate family member (as defined in Article 22.01) who is ill, an employee shall be allowed to draw from his/her sick leave accumulation to a maximum of five (5) days per year.

ARTICLE 17 - WORKERS' COMPENSATION

- 17.01 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 be paid directly by the Workers' Compensation Board rather than the Employer, where the employee is incapacitated for more than one day.
- 17.02 An employee receiving compensation benefits under this Article shall be deemed on Workers' Compensation leave and shall:
- a) Remain in the continuous service of the Employer;
 - b) Cease to accrue seniority, sick leave and vacation credits;
 - c) Not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave; and
 - d) Pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.
- 17.03 An employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board, and the employee's doctor, to be fit to return to work and who is:

- a) Capable of performing the duties of their former position shall provide the Employer with fourteen (14) days written notice of readiness to return to work. Such 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 16, and Group Medical Benefits, Article 18, shall apply. Eligibility for benefits will be determined in accordance with those Articles.

17.04 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.

17.05 The employee shall be required to provide the Employer with medical documentation upon request describing the employee's ability to return to work. Such requests shall be made only as required and not more often than monthly. Any and all obligations of the Employer shall be negated should the employee fail to keep the Employer so informed.

ARTICLE 18 - GROUP MEDICAL BENEFITS

18.01 The Employer agrees to pay one hundred (100%) of the total premium cost for the following benefits:

Manulife, or equivalent, including the following coverage:

- i) Extended Health Benefits;
- ii) Dental Benefits (this applies to permanent full-time employees only);
- ii) Group Life Insurance;
- iii) Accidental Death and Dismemberment;
- iv) Employee Assistance Program

- 18.02 The Employee agrees to pay one hundred percent (100%) of the total premium cost for the following benefits:
- i) Short Term Disability (STD); and
 - ii) Long Term Disability.
- 18.03 Permanent employees who are regularly scheduled to work at least twenty (20) hours per week averaged over an eight (8) week schedule and have completed six (6) months of employment, shall participate in the benefit program outlined in Article 18.01. Where an employee provides proof of similar or superior coverage for Alberta Health Care, Extended Health Benefits or Dental Benefits, through a spousal plan, they may be excused from participation in those benefits only.
- 18.04 Decisions regarding coverage shall be determined by the insurer of such benefits and shall not be subject to the Grievance and Arbitration Procedure.
- 18.05 The Employer will provide the Union and affected employees with at least three (3) months' written notice of a change in insurers.
- 18.06 If the carrier permits it, retiring members can access the group benefits plan.
- 18.07 All Employees that qualify for benefits shall be entitled to a Health Spending Account of:
- | | |
|------|----------|
| 2021 | \$800.00 |
| 2022 | \$825.00 |
| 2023 | \$850.00 |

ARTICLE 19 – PENSION PLAN/RRSP'S

- 19.01 Full-time employees who have completed the probationary period in accordance with Article 8 shall participate in the Local Authorities Pension Plan after serving a waiting period of two thousand eighty (2080) hours worked, exclusive of overtime hours worked. For the purpose of calculating the waiting period, hours worked prior to becoming full-time shall be counted. Such participation shall be governed by the rules, regulations and procedures dictated by the Local Authorities Pension Plan. Part-time employees who are participating in the Local Authorities Pension Plan as of November 30, 2001 shall continue to do so. Employees that hold full-time positions as of November 30, 2001 may continue to participate in the Local Authorities Pension Plan should their positions be reduced to part-time on or before July 1, 2002 where such participation is in accordance with the rules,

regulations and procedures dictated by the plan. All permanent Employees that work 30 hours or more per week must participate in the Local Authorities Pension Plan. If an Employees weekly hours drop below Thirty (30) hours per week but Twenty (20) or more, shall have the option to continue in the Local Authorities Pension Plan. Employees working less than twenty (20) hour per week are not eligible to participate in the Local Authorities Pension Plan.

19.02 Permanent part-time employees who are not covered by Article 19.01 shall participate in the Group RRSP program provided such employees are regularly scheduled to work at least twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule and have successfully completed probation. The Group RRSP program will operate as follows:

- a) The employee will contribute to such plan on a monthly basis in the amount of at least twenty-five dollars (\$25.00) per month commencing upon the completion of five hundred and twenty (520) hours or six (6) months of employment whichever comes first;
- b) The Employer will contribute the amount of twenty-five dollars (\$25.00) per month in addition to the employee contribution in accordance with Article 19.02 a), commencing upon the completion of one (1) year of employment;
- c) Such Group RRSP contribution will be deducted directly from each participating employee's monthly earnings;
- d) Employees may choose to contribute an amount in excess of twenty-five dollars (\$25.00) per month provided the employee notifies the group plan administrator in writing of the increased contribution amount; and
- e) Employees who participate in the Local Authorities Pension Plan may choose to also participate in the Group RRSP in accordance with the provisions of Article 19.02 (a), (c) and (d).

ARTICLE 20 - LEAVE OF ABSENCE

20.01 A leave of absence is any leave other than bereavement leave, sick leave or maternity/parental leave and will be granted for up to thirty (30) days where operationally feasible. The decision to grant or deny the leave request will be confirmed in writing.

- a) where the request for a leave is submitted to the Employer with at least ten (10) days written notice which includes information

regarding the purpose of the leave, the duration of the leave and the expected date of return to work;

- b) for the following reasons:
 - i) bereavement for the death of an immediate family member as defined in Article 22.01 in excess of the paid bereavement leave period;
 - ii) job related education;
 - iii) to attend to, or assist with, the palliative care of an immediate family member as defined in Article 22.01; and
 - iv) to attend to Canadian military service.
- c) on a without pay basis;
- d) with benefits where the employee pre-pays their share of benefit premiums; and
- e) seniority shall continue to accrue for the period of the leave.

20.02 A leave of absence may be granted at the sole discretion of the Employer for reasons other than those listed in Article 20.01 (b) (i) and/or for periods in excess of thirty (30) days:

- 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;
- d) without benefits unless the employee chooses to pre-pay both the Employer and employee share of benefit premiums on a monthly basis for up to one (1) year; and
- e) seniority shall continue to accrue for leaves of absence of thirty (30) days or less. Seniority will cease to accrue in the case of leaves of absence in excess of thirty (30) days but no seniority will be lost.

20.03 The failure to return from a leave of absence on the specific date will automatically terminate employment.

20.04 During the course of such leave of absence all entitlements accumulated at the time of departing on leave will be suspended and remain intact.

20.05 Employees shall be granted an unpaid leave of up to eight (8) weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period. On return from leave, employees will be placed in their former position. The CAO shall have the final authority to approve this leave.

20.06 If no one else is available to care for the needs of an immediate family member (as defined in Article 22.01) who is ill, an employee shall be allowed to draw from his/her sick leave accumulation to a maximum of five (5) days per year.

ARTICLE 21 – LEGISLATED LEAVES

21.01 The following leaves shall be granted in accordance with the provisions of the *Employment Standards Code* of Alberta.

An Employee may continue on benefits where the Employee prepays both the employee and the Employer shares of benefit premiums prior to commencing leave.

- a) Maternity/Parental Leave
- b) Compassionate Care Leave
- c) Critical Illness Leave (for a child or an adult)
- d) All other legislated leaves

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 Note: spouse is defined as current spouse (including common-law spouse and same gender partner).

By mutual agreement between the Employer and the employee the above bereavement leave can be taken at a later date to accommodate special circumstances surrounding the death of an immediate family member.

- a) A permanent employee shall be granted bereavement leave without loss of regular earnings for five (5) working days, provided such leave is taken within seven (7) days immediately following the death of any of the following immediate family members, of the employee:

spouse, child, or parent

- b) A permanent employee shall be granted bereavement leave without loss of regular earnings for three (3) working days, provided such leave is taken within seven (7) days immediately following the death of any of the following immediate family members, of the employee or of the spouse:

sibling, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

- c) Bereavement leave in accordance with Article 22.01 (a) and (b) shall be extended by up to two (2) days if travel in excess of three hundred and twenty (320) kilometers from the employee's residence is necessary to attend the funeral.

- 22.02 a) A permanent employee shall be granted bereavement leave without pay for one (1) day, provided such leave is taken within seven (7) days immediately following the death of any of the following extended family members, common-law or otherwise, of the employee:

- i) aunt, uncle, niece, nephew, cousin, or close personal friend.

- 22.03 An employee may request to use vacation or unpaid leave of absence in accordance with Article 20 in addition to the leave specified in this Article.

ARTICLE 23 - JOB CLASSIFICATION

- 23.01 If the Employer creates a new classification, which belongs in the bargaining unit and which is not designated in this Agreement, it shall establish a salary scale and give written notice within thirty (30) days to the Union.

- 23.02 If the Union fails to object, in writing, within thirty (30) days of receipt of the notice from the Employer, the assigned salary scale shall be considered as established.

- 23.03 If the Union objects to the salary scale assigned by the Employer, and, by negotiations, succeeds in effecting a change, the amended salary scale shall be retroactive to the date the new classification was implemented.

- 23.04 Failing resolution of the difference by negotiation, the Union within sixty (60) days of receipt of the notice from the Employer may refer the matter to arbitration.

- 23.05 Where the Employer creates a position in the new classification, the position will be posted and filled in accordance with Article 24.

ARTICLE 24 - JOB POSTING AND PROMOTION

- 24.01 Where the Employer wishes to fill a permanent or temporary vacancy, such vacancy shall be posted internally for at least ten (10) calendar days, unless the Employer and the Union agree to a shorter period. Vacancies may also be posted externally at the same time at the discretion of the Employer. The Employer will notify the Union in writing where the decision has been made not to post the vacancy.
- 24.02 The Employer will consider all applications made in writing and submitted prior to the close of the competition (except from employees that are on Long-term Disability, WCB or Maternity leave unless those employees are able to report to work in the new position on the starting date as outlined on the posting). All internal applications shall be interviewed when it is a classification change and they meet the minimum posted job qualification. The name of the successful applicant will be posted on the notice boards at each facility within seven (7) days of an applicant being selected. The Union will be advised in writing of the name of the successful applicant within ten (10) days of an applicant being selected.
- 24.03 All job postings will include the following information:
- a) nature and location of the position;
 - b) required qualifications that will include any certifications or licensing requirements, skills, experience, knowledge, and education in accordance with the duties of the position;
 - c) average weekly hours of work;
 - d) hourly rate of pay; and
 - e) date that the competition closes.
- 24.04 Any vacancies, new positions and promotions shall be posted and filled, where possible, within twenty (20) days of the closing of the posting by the most qualified applicant according to the requirements for the job specified in Article 24.03. Where two or more applicants are equal relative to the requirements for the job specified in Article 24.03, seniority shall be the determining factor. Where the position cannot be filled within twenty (20) days of the closing of the posting, the Employer will notify the Union in writing and the twenty (20) day timeline will be waived only if the Union has been notified. All postings shall be posted and remain posted until the position is filled.

- 24.05 When a permanent employee is the successful applicant for a temporary position, the employee shall retain their permanent status while filling the temporary position and return to a permanent position at the same classification, lodge, average weekly hours of work and basic rate of pay (without posting and without any contravention of the posting provisions in Article 24.01) as they held prior to filling the temporary vacancy.
- 24.06 Upon promotion to a position:
- a) with the same range of pay, the employee shall retain the same basic rate of pay as held in their former position;
 - b) with a higher range of pay, the employee shall be paid at the same step in the new classification that they occupied in their previous classification;
 - c) with a lower range of pay, the employee shall be paid at the step in the new classification, which results in the least reduction from their previous basic rate of pay.
- 24.07 Any employee promoted to a new classification as listed in Appendix "A" shall serve a trial term of four hundred and twenty (420) hours worked from the date of promotion to that position.
- a) During the trial term if, in the opinion of the Employer, the employee fails to demonstrate her suitability for that position, or upon the request of the employee, the Employer shall remove the employee from such position. The employee will be returned to the same classification, lodge, average weekly hours of work and basic rate of pay (without posting and without any contravention of the posting provisions in Article 24.01) as they held prior to the promotion.
- 24.08 When the Employer decides not to fill a vacancy, the Union shall be notified in writing.

ARTICLE 25 - LAYOFF AND RECALL

- 25.01 Layoff
- a) A layoff shall be defined as:
 - i) a reduction in the number of permanent full-time employees; or
 - ii) a change to an employee's regularly scheduled hours of work from permanent full-time to permanent part-time.

- b) Employees who are to be laid off shall receive fourteen (14) calendar days' notice in writing, or pay in lieu of notice, before the layoff is effective. Pay in lieu of notice shall be based upon the employee's regularly scheduled hours of work.
- c) The Employer will lay off the least senior employee in the job classification, site and rotation on the shift schedule where the layoff is required.
- d) The laid-off employee shall have the opportunity to either:
 - i) accept the layoff and assume recall rights; or
 - ii) displace another employee within the bargaining unit in accordance with 25.02.

25.02 Displacement

For the purpose of this Article, an employee can only displace an employee with less seniority as follow:

- a) a full-time employee shall displace the least senior permanent full-time employee within the same classification;
- b) a part-time employee shall displace the least senior permanent part-time employee within the same classification;
- c) Where there is no opportunity for the employee to displace in accordance with Article 25.02 (a) and (b), the employee may accept the layoff and assume recall rights, or displace another employee within the bargaining unit as follows:
 - i) a full-time employee can displace the least senior permanent full-time employee in a lower paid classification where they have the qualifications, knowledge and ability to perform the work.
 - ii) Where there is no opportunity for a full-time employee to displace a permanent full-time employee in a lower classification, they can displace the least senior part-time employee in the same, or lower paid classification, where they have the qualifications, knowledge and ability to perform the work.
 - iii) A part-time employee can displace the least senior permanent part-time employee in a lower paid classification where they

have the qualifications, knowledge and ability to perform the work.

- d) An employee who is displaced in accordance with this Article has all of the same rights and obligations as an employee who receives layoff notice, or pay in lieu thereof.

25.03 Recall

- a) Employees who are laid off shall be recalled in the reverse order they were laid off, *i.e.* most senior employee is recalled first, to the first available vacancy which is:
 - i) in the same classification from which they were laid off; and
 - ii) a permanent full-time position if they were laid off from a full-time position and a permanent part-time position if they were laid off from part-time position.
- b) If there are no vacancies meeting the criteria described in Article 25.03 (a), laid off employees shall be offered vacant permanent positions in the reverse order they were laid off as follows:
 - i) a full-time employee shall be offered a permanent full-time position in a lower paid classification where they have the qualifications, knowledge and ability to perform the work.
 - ii) where there is no opportunity to offer a permanent full-time position in a lower paid classification, the employee shall be offered a permanent part-time position in the same, or lower paid classification where they have the qualifications, knowledge and ability to perform the work.
 - iii) A part-time laid off employee shall be offered any vacant permanent part-time position in a lower paid classification where they have the qualifications, knowledge and ability to perform the work.
 - iv) Laid off employees may refuse the offer without jeopardizing their right to recall.
 - v) If a laid off employee accepts the offer, the right to recall is terminated and they are obligated to return to work or face termination in accordance with Article 25.03 (d).
- 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 recall 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 recall, or on the expiry of twelve (12) months from the date of layoff, whichever occurs first.
- e) An employee recalled in accordance with Article 25.03 (a), (b), and (c), shall retain all rights, benefits and entitlements that were in effect at the date of lay-off. If the classification the employee returns to is different than the classification they held prior to lay-off, the new classification will apply for the purpose of determining the applicable basic rate of pay.
- f) Employees will not accumulate sick leave credits, vacation, or seniority while on lay-off.
- g) A laid off employee who accepts casual shifts will do so without jeopardizing their right to recall or their residual seniority rights. Such employees will have first right of refusal for casual shifts.

25.04 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.

ARTICLE 26 – DISCIPLINE

26.01 Except for the dismissal of an employee serving a probation period or a casual Employee that has not worked for the Employer for a Three (3) month period, there shall be no discipline or dismissal except for just cause.

26.02 Employees may be disciplined for poor conduct, unsatisfactory job performance, failure to adhere to the rules, regulations and policies set by the Employer and other acts or omissions which are unacceptable. Discipline will vary depending upon the circumstances and may include:

- a) written warning;
- b) suspension with or without pay;
- c) demotion; or
- d) dismissal

- 26.03 When an employee is to be disciplined in accordance with this Article, the Employer shall advise the employee that they have the right to have a Union representative present at any disciplinary meetings. Disciplinary meetings for the purpose of this Article shall include meetings for investigation reasons.
- a) If the employee declines Union representation, the employer will have a letter signed with a copy given to the Union.
 - b) The Union will be given a reasonable time notice in advance of any/all meetings.
- 26.04 All disciplinary actions shall be confirmed in writing. Such confirmation shall include:
- a) a description of the reasons for the disciplinary action; and
 - b) the nature of the discipline.
- 26.05 No disciplinary notices shall be placed on an employee's personnel file without the employee's knowledge. A copy of all disciplinary notices issued by the Employer shall be forwarded to the Union.
- 26.06 After twenty-four (24) months from the date of a letter of discipline, and where the employee has received no further written discipline in that time, the letter shall not be used against the employee.

ARTICLE 27- GRIEVANCE AND ARBITRATION PROCEDURE

27.01 Grievance Definitions

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

27.02 Authorized Representatives

An employee shall be assisted and/or represented by a Union representative at any time during the Grievance and Arbitration Procedures.

27.03 Time Limits

- a) 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 Named Holidays.

- b) Any of the time limits contained in this Article may be extended if mutually agreed to in writing by the parties.

27.04 **Mandatory Conditions**

- a) Should the employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- c) During any and all grievance proceedings, the employee shall continue to perform her duties, except in cases of suspension or dismissal.
- d) A suspension or dismissal grievance shall commence at Step 2.
- e) A policy grievance shall commence at Step 2 within fifteen (15) days of the date the Employee or the Union become aware of, or reasonably should have become aware of, the occurrence which leads to the policy grievance.
- f) Either party may request a meeting to discuss, and where possible, attempt to resolve the grievance at any Step within the grievance procedure.

27.05 **Steps in the Grievance Procedure**

a) **Step 1**

The Union or an employee who has a grievance shall submit in writing to the Lodge Manager within fifteen (15) 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 the Lodge manager and attempt to resolve the grievance at this stage. In the event that it is not resolved to the satisfaction of the Union or the employee, it may be advanced in accordance with the following steps.

b) **Step 2**

Within ten (10) days of discussing the grievance with the employee's Lodge Manager in Step 1, the grievance shall be submitted, in writing, stating the Article of the Agreement claimed to have been violated, the nature of the

grievance and the redress sought, to the CAO of the County of Stettler Housing Authority or designated representative. The CAO shall hold a hearing within ten (10) days of receipt of the grievance. The CAO shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, it may be advanced to Step 3.

c) **Step 3**

Within ten (10) days of the reply from the CAO of the County of Stettler Housing Authority or designated representative, the Union shall submit the grievance in writing to the Board of the County of Stettler Housing Authority. The Board of the County of Stettler Housing Authority shall hold a hearing within ten (10) days of receipt of the grievance. The Board shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

27.06

Arbitration

- a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) 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 ten (10) 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 ten (10) days endeavor to select mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of *Labour Relations Code*.
- d) In the case of an Arbitration Board, the Chairman 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 Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 28 – PYRAMIDING

28.01 Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 29 – PARKING

29.01 Employees who are working will be provided with parking assigned by the Employer with cold weather plug-ins for the duration of their shift at no cost to the employee.

ON BEHALF OF THE EMPLOYER:

B. M. [Signature]
[Signature]
Elst-Wey
Hemblay

Date: July 5, 2021

ON BEHALF OF THE UNION:

Brenda Kud
Schell
Kim Colgan
[Signature]

Date: June 25, 2021

APPENDIX "A"

2021 – 0.25%

	STEP 1	STEP 2	STEP 3
HOURS WORKED	0 – 520	520 – 1560	1560+
HOURS AT EACH STEP	520	1040	
HEAD COOK	22.43	23.34	24.28
COOK	21.21	22.07	22.64
HEAD HOUSEKEEPERS	21.02	21.75	23.11
HEAD ACTIVITY COORDINATOR	21.02	21.75	23.11
KITCHEN/HOUSE KEEPING AIDE	17.01	17.60	19.13
MAINTENANCE WORKER	22.76	23.71	24.67
ACTIVITY COORDINATOR	20.34	21.19	22.08
SUMMER AIDE – GROUNDS WORKER	17.01	17.60	19.13
SUMMER AIDE GARDENER	17.01	17.60	19.13

2022 – 0.75%

	STEP 1	STEP 2	STEP 3
HOURS WORKED	0 – 520	520 – 1560	1560+
HOURS AT EACH STEP	520	1040	
HEAD COOK	22.60	23.52	24.46
COOK	21.37	22.24	22.81
HEAD HOUSEKEEPERS	21.18	21.91	23.28
HEAD ACTIVITY COORDINATOR	21.18	21.91	23.28
KITCHEN/ HOUSEKEEPING AIDE	17.14	17.73	19.27
MAINTENANCE WORKER	22.93	23.89	24.86
ACTIVITY COORDINATOR	20.49	21.35	22.25
SUMMER AIDE – GROUNDS WORKER	17.14	17.73	19.27
SUMMER AIDE GARDENER	17.14	17.73	19.27

2023 – 1.00%

	STEP 1	STEP 2	STEP 3
HOURS WORKED	0 – 520	520 – 1560	1560+
HOURS AT EACH STEP	520	1040	
HEAD COOK	22.83	23.76	24.70
COOK	21.58	22.46	23.04
HEAD HOUSEKEEPERS	21.39	22.13	23.51
HEAD ACTIVITY COORDINATOR	21.39	22.13	23.51
KITCHEN/ HOUSEKEEPING AIDE	17.31	17.91	19.46
MAINTENANCE WORKER	23.16	24.13	25.11
ACTIVITY COORDINATOR	20.69	21.56	22.47
SUMMER AIDE – GROUNDS WORKER	17.31	17.91	19.46
SUMMER AIDE GARDENER	17.31	17.91	19.46

All rates are expressed in hourly rates of pay. The number of hours at each step will be based upon the total number of hours worked.

The Employer may start a person on the grid at any level they deem appropriate for recognizing relevant work experience. The Union shall be notified in writing at what Step all new and/or re-hire Employees are hired at.

**Letter of Understanding
between
County of Stettler Housing Authority
and
Canadian Union of Public Employees Local 4733**


Re: Contracting Out


For the Life of the contract, work presently performed by employees who are subject to the provisions of this Collective Agreement will not be contracted out, if the contracting out, which would result in the termination or reduction in hours of the current employees.

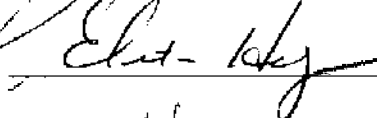
This letter of understanding will be in effect for the life of this agreement.

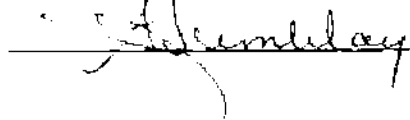
IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF THE EMPLOYER:



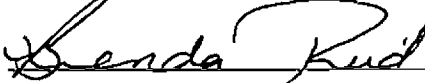








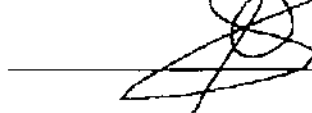
Date: July 5, 2021

ON BEHALF OF THE UNION:









Date: June 25, 2021