COLLECTIVE AGREEMENT

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION

Taber & District HOUSING FOUNDATION

(the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE LOCAL 2038

(the "Union")

Effective

June 1, 2026 to May 31, 2029

copesepb
Canadian Office and
Professional Employees
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INTRODUCTION

The Parties acknowledge that the primary purpose of the Employer and the Employees are:

(a) To provide quality Service to the residents;

(b) To maintain and improve relations and to provide an amicable method to settle conditions of employment between the Employer and the Union;

(c) To recognize the value of joint discussions and negotiations;

(d) To encourage effective operations;

(e) To promote teamwork and security in the workplace; and,

(f) To promote the mutual interests of the Employer and Employee.

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both Parties hereto, shall be in force and effect from June 1, 2026, up to and including May 31, 2029, 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 between sixty (60) and one hundred and twenty (120) days prior to its expiration date.

1.02 When either Party gives notice to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed changes at the start of negotiations.

1.03 This Collective Agreement shall be in effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

2.01 "Employer" shall mean the Taber and District Housing Foundation.

2.02 "Union" shall mean the Canadian Union of Public Employees Local 2038.

2.03 "Employee" shall mean a person hired by and works for the Employer, is covered by this Collective Agreement and belongs to CUPE Local 2038.

2.04 "Full-time Employee" shall mean an Employee who is regularly scheduled to work the Full-time hours in Article 16.02 Hours of Work.

2.05 "Part-time Employee" shall mean an Employee who is regularly scheduled to work less than the Full-time hours specified in Article 16.02.

(a) Part-time Employees, who have indicated their willingness and availability to accept additional hours, in writing in advance, shall have the first opportunity, in accordance with seniority to accept or refuse additional hours available before any hours are offered to Casual Employees provided the Part-time Employee is able to perform the work.

(b) Part-time Employees who work additional hours may work up to Full-time hours but cannot create an overtime situation unless approved by the Employer.

2.06 "Additional hours" shall be hours made available due to an Employee's absence or for work overload.

2.07 "Casual Employee" shall mean an Employee who works either on a call-in basis or is scheduled to work, to:

(a) Relieve for absences of up to three (3) months; or

(b) Work in a position for up to a three (3) month period to relieve a work overload situation or for a specific job of a one-time duration.

(c) A Casual Employee may work either Full-time or Part-time hours and will be paid at the start rate for the classification they are hired to perform.

(d) The provisions of this Collective Agreement shall not apply to Casual Employees except for the following Articles:

Article 1: Term of Collective Agreement,
Article 2: Definitions,
Article 3: Change in Collective Agreement,
Article 4: Union Recognition,
Article 5: Union Membership, Security and Checkoff,
Article 6: Management Rights,
Article 7: No Discrimination,
Article 8: Union/Management Advisory Committee (UMAC),
Article 9: Changes in Classification,
Article 10: Bulletin Boards,
Article 11: Stewards,
Article 12: Grievance and Arbitration Procedure,
Article 13: Probation Period,
Article 14: Salaries – Clauses 14.01, 14.02, 14.07 and 14.08,
Article 15: Pay Days,
Article 16: Hours of Work (except Clauses 16.04 and 16.05),
Article 17: Overtime (except Clause 17.06),
Article 18: Call-Back,
Article 19: Shift and Weekend Premiums,

Article 20 Transportation and Meal Allowance – Clauses 20.01(a) and 20.01(b),
Article 21 Annual Vacation – Clauses: 21.03 and 21.06,
Article 22: General Holidays – Clause 22.09,
Article 38: Discipline and Dismissal,
Article 39: Seniority – Clauses 39.02, and 39.04,
Article 41: Training Allowance – Clause 41.05, and
Article 45: Clothing/Shoe Allowance – Clause 45.01.

2.08 "Temporary Employee" shall mean an Employee who is hired on a temporary basis for a Full-time or Part-time position:

(a) For a specific job of more than three (3) months in duration but less than six (6) months in duration; or

(b) To replace a Full-time or Part-time Employee who is on an approved Leave for the duration of the Leave; and

(c) A Permanent Employee who is the successful applicant for a temporary position shall revert to their former status and position upon the completion of the temporary position and shall maintain the benefit eligibility they had as a Permanent Employee during the duration of the temporary position.

(d) The provisions of this Collective Agreement shall not apply to Temporary Employees except for the following Articles:

Article 1: Term of Collective Agreement,
Article 2: Definitions,
Article 3: Change in Collective Agreement,
Article 4: Union Recognition,
Article 5: Union Membership, Security and Checkoff,
Article 6: Management Rights,
Article 7: No Discrimination,
Article 8: Union/Management Advisory Committee (UMAC),
Article 9: Changes in Classification,
Article 10: Bulletin Boards,
Article 11: Stewards,
Article 12: Grievance and Arbitration Procedure,
Article 13: Probation Period,
Article 14: Salaries – Clauses 14.01, 14.02, 14.07 and 14.08,
Article 15: Pay Days,
Article 16: Hours of Work (except Clause 16.04 and 16.05),
Article 17: Overtime (except Clause 17.06),
Article 18: Call-Back,
Article 19: Shift and Weekend Premiums,

Article 20: Transportation and Meal Allowance – Clauses: 20.01(a) and 20.01(b),
Article 21: Annual Vacation – Clauses 21.03 and 21.06,
Article 22: General Holidays – Clause 22.09,
Article 38: Discipline and Dismissal,
Article 39: Seniority – Clauses 39.02, and 39.04,
Article 41: Training Allowance – Clause 41.05, and
Article 45: Clothing/Shoe Allowance – Clause 45.01.

(e) May apply for coverage under the terms and conditions of the applicable plan in accordance with Article 25 and are entitled to sick leave benefits pursuant to Article 23.

2.09 "Continuous Service" shall mean the period of Employment commencing on the latest date of hire that:

(a) is not interrupted by termination, dismissal or a layoff of a duration of more than twelve (12) months; or,

(b) includes any unbroken period of employment by a Casual Employee when one Employee becomes Part-time or Full-time.

2.10 "Basic Rate of Pay" shall mean the incremental Step in the Salaries Appendix applicable to an Employee in accordance with the terms of the Collective Agreement, exclusive of all premium payments.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

3.01 The Parties acknowledge the value of meeting to discuss issues of application and implementation of the Collective Agreement throughout the life of the agreement. The Parties agree to meet, as needed, to discuss issues that may arise out of the implementation and application of the Collective Agreement.

Upon mutual agreement of the Parties, any changes deemed necessary may be made in writing as a letter of understanding to address any issues of the Collective Agreement.

ARTICLE 4: UNION RECOGNITION

4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement as described in Certificate #89-2006 of the Alberta Labour Relations Board.

4.02 No Employee shall be required or permitted to make any written or verbal agreement, which conflicts with the terms of this Collective Agreement.

4.03 Each Party will designate a person or persons and all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

4.04 With the exception of the Operations Coordinator, HCA Coordinator, Lodge Manager, and any STEP/Canada Summer Job or Youth Employment Students, Employees whose jobs are not in the Bargaining Unit shall not work on a job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency, or when Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Employee.

4.05 Non-employees providing service without cost or on an honorarium basis shall not reduce the hours of work or pay for a member of the Bargaining Unit.

4.06 The Employer recognizes that the Local Union may have the assistance of a CUPE National Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement provided such assistance does not create undue delay.

ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECKOFF

5.01 Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union, subject to the provisions of the Alberta *Labour Relations Code,* shall as a condition of employment, maintain such membership.

5.02 The Employer shall deduct from the wages of Employees covered by this Collective Agreement and they shall be forwarded to the Union not later than the fifteenth (15^{th}) day of the following month in which the dues were deducted.

5.03 Such deductions shall be accompanied by a list that shall indicate each Employee's name, address and phone number, position, classification and the amount deducted from each Employee.

5.04 The Employer will note the individual Union dues deducted and enter the amount on T4 slips issued for income tax purposes.

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

5.06 A Representative of the Union shall, with the Employer's consent, which shall not be unreasonably withheld, have access to the facility to talk to Employees during breaks or meal periods or at any other time mutually agreed, between the Employer and the Union, so as not to disrupt the work of the Employees.

5.07 New Employees will be provided with an opportunity to meet with a Representative of the Union, following their orientation, to discuss the structure of the Local and the operation of the Collective Agreement. Such meeting will be scheduled by the Employer at the request of the new Employee and shall not exceed thirty (30) minutes.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 The Employer reserves all rights not specifically restricted in this Collective Agreement.

6.02 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 an Employee, which are not in conflict with any provision of this Collective Agreement;

(b) Direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;

(c) Hire, promote, classify, transfer, lay off, and re-call Employees; and

(d) Demote, discipline, suspend, or discharge for just cause.

6.03 The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.

ARTICLE 7: NO DISCRIMINATION

7.01 The Employer and the Union shall comply with all applicable legislation.

7.02 There shall be no discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, source of income, family status, or sexual orientation, except to the extent permitted by law as a *bona fide* occupational requirement nor by reason of their membership or activity in the Union.

7.03 The Employer and the Union recognize the right of all Employees to a work environment free from sexual or personal harassment of any form which is physical or verbal or conduct that undermines an Employee's health, well-being, job practice, or endangers an Employee's employment status or potential.

ARTICLE 8: UNION/MANAGEMENT ADVISORY COMMITTEE (UMAC)

8.01 The Local Union shall provide the names of up to three (3) Employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.

8.02 In order to work together in achieving a strong workplace for all staff. The purpose of this committee will be to:

(a) To promote mutual understanding, effective communication, and a harmonious relationship between CUPE membership and Taber and District Housing Foundation.

(b) To receive information regarding operational changes.

(c) To identify and resolve issues and concerns brought forth by either Party.

(d) To provide a forum to discuss conditions of work, staff development and, as appropriate, to exchange points of view with respect to implementing positive changes.

8.03 The Employer will not change its existing Occupational Health and Safety, Harassment or Sexual Harassment Policy without first providing notice, and allowing input from UMAC. A copy of such notice will be forwarded to the Local Union.

8.04 Except by mutual agreement, such meetings will take place on a quarterly basis during each year, or at the request of either Party upon presentation of an agenda, during the term of the Collective Agreement.

ARTICLE 9: CHANGES IN CLASSIFICATION

9.01 The Employer shall supply the Union with Job Descriptions for all classifications, including newly created or revised classifications. This shall be sent before the employee starts working in the new classification or within thirty (30) calendar days of the classification being revised.

9.02 When the primary functions of a classification are substantially changed or when a classification not covered by the salary grid is established, during the Term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay of the classification in question, the dispute may be submitted to grievance and arbitration.

9.03 In the event that the Employer changes the work being performed by an Employee to a classification with a lower basic rate of pay, such Employee while employed in such a position shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay, at which time they are will then receive the basic rate of pay for the classification to which the position is allocated.

ARTICLE 10: BULLETIN BOARDS

10.01 The Employer shall provide Bulletin Boards, which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings, and such other notices as may be of interest to Employees.

ARTICLE 11: STEWARDS

11.01 The Employer agrees to the principle and use of Stewards. Stewards will be recognized as having authority to act on behalf of other Employees. The names of Stewards will be supplied, in writing, to the Employer before they are recognized as Stewards.

11.02 In the event there is no Steward available, or in the event there is a conflict between the Employee and the Steward, Union Officers will be recognized as Stewards. The use of Union Officers will not cause delays to the Employer carrying out any necessary action in a timely manner.

11.03 The Employer agrees that the Steward shall not be hindered, coerced or interfered with in any way in the reasonable performance of their function while investigating disputes and presenting adjustments. The Union understands and agrees that each Steward is employed to perform work as required by the Employer and that they will not leave their work during working hours, or fail to complete their work, except with prior permission, to perform their duties as provided in this Collective Agreement. Permission for a Steward to carry out their duties as such shall not be unreasonably withheld.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE

12.01 Grievance Definitions:

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

12.02 Authorized Representatives:

An Employee may have the assistance of a Union representative at any time during the grievance and arbitration procedure.

12.03 Time Limits:

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 General Holidays, which are specified in Article 22.

12.04 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 duties, except in cases of suspension or dismissal.

(d) A suspension or dismissal grievance shall commence at Step 2.

(e) The Parties shall meet at each step in the grievance procedure for the purpose of resolving the grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.

12.05 Steps in the Grievance Procedure:

(a) Step 1:

An Employee who has a grievance shall, within ten (10) days of the date they become aware of or reasonably should have become aware of, the occurrence which lead to the grievance, discuss the matter with the Manager and attempt to resolve the grievance at this stage. The Lodge Manager shall advise the Employee of their decision within ten (10) days of the discussion with the Employee. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following Steps. The Employee will have the right to have a Union steward with them during the discussion with the manager.

(b) Step 2:

If the grievance is not resolved at Step 1 above, within ten (10) days of the decision of the Lodge Manager, it shall be forwarded, in writing, by the Union stating the nature of the grievance and the redress sought, to the CAO or designated representative who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3:

If the grievance is not resolved at Step 2 above, within ten (10) days of the reply from the CAO or designated representative, the Union shall submit the grievance in writing to the Board of Taber and District Housing Foundation. The Board shall hold a hearing within fifteen (15) 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.

12.06 Policy Grievance:

Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee the Union may proceed on a Policy Grievance provided the Union initiates the Policy Grievance within thirty (30) days of the date the Union became aware of or reasonable should have become aware of the occurrence. A Policy Grievance may be submitted at Step 2.

12.07 Replies in Writing:

Replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances:

The Employer shall supply the necessary facilities for joint grievance meetings.

12.09 Arbitration:

(a) Either Party wishing to submit a grievance to arbitration shall, within fifteen (15) 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.

(b) Within ten (10) days of receipt of notification provided for as above, the Party receiving such notice shall, arrange to meet with the other Party in an effort to select a single Arbitrator.

(c) If they are unable to agree upon the choice of a single Arbitrator, an application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Alberta *Labour Relations Code*.

(d) The Arbitrator shall hear and determine the difference and shall issue an award, in writing and the decision is final and binding upon the Parties and upon the Employee(s) affected by it.

(e) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

(f) The fees and expenses of the single Arbitrator shall be borne equally by the two (2) Parties to the dispute.

ARTICLE 13: PROBATION PERIOD

13.01 New Employees shall serve one (1) probation period of five hundred and twenty (520) hours worked, which is equivalent to three (3) months for Full-time Employees. No Employee will be required to serve a probationary period of greater than six (6) months in duration.

13.02 New Employees will be required to consent to a criminal record check and, notwithstanding Articles 13.01 and 13.04, will remain on probation until the criminal record check has been completed to the satisfaction of the Employer.

13.03 The Employer has the right to terminate the employment of a Probationary Employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination is not subject to the grievance procedure.

13.04 In the event the Employer intends to extend an Employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period in accordance with Article 13.01 and notify the Union and the Employee of the reasons for the extension. The Probationary period may be extended up to an additional two (2) months. If an Employee is terminated during such an extension of the probationary period according to Article 13.03, the Employee will be entitled to one-week notice or payment in lieu of the notice.

13.05 If a Probationary Employee is transferred to another classification, they will be required to complete the balance of the probation period in the new classification.

ARTICLE 14: SALARIES

14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of this Collective Agreement and shall be effective from and after the dates specified.

14.02 Employees shall commence Employment at the specified start rate for the classification the Employee is hired to work in and shall advance through the Steps upon the completion of the requisite number of hours worked.

14.03 When an Employee applies and is accepted into a new position/classification, the Employee will start in the new position/classification at Step 2 unless the Employee is still serving the initial Probationary Period as per Article 13.01.

14.04 When the Employee is assigned to Step 2 as contemplated by Article 14.03, the Employee will be required to work 1559 hours in the new position prior to being moved to Step 3.

14.05 An Employee that is required to assume the temporary responsibilities in a position/ classification with a higher rate of pay, the Employee shall receive the rate of pay for

the higher paid position/classification, at the same Step they are at in their position, for the duration of their temporary appointment.

14.06 An Employee who is required to assume additional responsibilities, such as Supervisory duties, shall be paid one dollar and twenty-five cents ($1.25) per hour in addition to the higher-paid position/classification.

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

14.08 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 15: PAY DAYS

15.01 Employees shall be paid by direct deposit on the last Wednesday of each month, or if the last Wednesday of the month falls on a non-banking day the Employee will be paid on the last banking day prior to the last Wednesday of the month. Employees shall have the option of being paid, as long as they have worked the hours equivalent for such payment, an advance on the 16th of each month (or the next business day), in the amount of five hundred dollars ($500.00) for Permanent Full-time and three hundred dollars ($300.00) for Permanent Part-time.

ARTICLE 16: HOURS OF WORK

16.01 It is understood and agreed that the work schedule shall provide for a continuous operation twenty-four (24) hours per day, seven (7) days a week, and maximizing the efficient use of available staff resources.

16.02 Regular hours of work, for Full-time Employees exclusive of meal periods, shall be up to:

(a) Eight (8) hours per day; and

(b) Forty (40) hours per week averaged over a fourteen (14) day period.

16.03 Regular hours of work shall:

(a) include, as scheduled by the Employer:

(i) two (2) paid rest periods of fifteen (15) minutes each during each shift of more than six (6) hours;

(ii) one (1) paid rest period of fifteen (15) minutes for shifts of more than three (3) hours of work and up to six (6) hours;

(iii) rest periods shall be deemed to commence when an Employee ceases to actively perform duties and shall not, in any circumstances, exceed fifteen

(15) minutes, and will not be scheduled in conjunction with the start time, the end of the shift, or with meal break;

(iv) Employees will not leave the premises during a rest period without the prior approval of the Employer.

(b) Exclude a meal period of thirty (30) minutes, to be at approximately the mid-point of the shift, during each working day in which the Employee works in excess of five (5) hours.

(c) If an Employee is required to work during their meal period, the Employee shall be compensated for such time at their regular rate of pay, except where Article 17.01 applies.

16.04 The Employer will post the shift schedule a minimum of seven (7) calendar days prior to the end of each payroll cut-off except where emergency or special circumstances prevent it.

(a) The Employer will provide the Employees with a minimum of twenty-four (24) hours of notice of a change to the shift schedule and a minimum of twelve (12) hours of rest between shifts, except where emergency or special circumstances prevent such notice, including but not limited to, illness on the part of a co-worker and/or staff/departmental meetings.

(b) Where the Employer fails to provide the notice as outlined in Article 16.04 and/or Article 16.04 (a), the Employee shall be paid at a rate of one and one-half times ($1^1/_2$x) their basic rate of pay for all hours worked during the first shift of the changed schedule and all hours that fall within the twelve-hour rest period.

(c) In no event will an Employee be scheduled for less than three (3) hours in any shift.

(d) Where an Employee requests a change to the shift schedule which does not conform with the requirements of Articles 16.04 (a), 16.04 (b) does not apply.

(e) The schedule will run from payroll to payroll cut-off dates.

(f) The Employee will be informed of any changes in the shift schedule.

16.05 Shift exchange

(a) Employees are not permitted to exchange shifts among themselves, unless:

(i) The exchange is agreed to in writing between the affected Employees; and,

(ii) Prior written approval of such exchange has been granted by the Employer a minimum of two (2) weeks prior to the date of the shift exchange and shall not be unreasonably denied.

(b) Such exchange shall be recorded on the shift schedule by their Supervisor or Lodge Manager or in the Lodge Manager's absence, the CAO.

(c) Such exchange shall not be deemed to be a violation of the provisions of this Collective Agreement and the provisions of Article 16.04 shall be deemed to be waived.

(d) Exchanges shall not be subject to any overtime premium pay.

(e) The shift exchange must occur within the same pay period.

16.06 All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated shift start time.

16.07 Any Employee who is unable to report for duty at the designated time is expected to follow the employer policy to advise the on-call Manager, at the earliest possible time, but, in no event, less than three (3) hours prior to the start of the shift, six (6) hours in advance of a night shift except where emergency or special circumstances preclude such notice.

16.08 Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, shall be considered to have abandoned the position and will be deemed to have resigned unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification to the Lodge Manager.

16.09 If a Casual Employee, despite being offered shifts, has not worked any shifts within a sixty (60) day period, the Employee will be considered terminated, except when on approved Leave.

ARTICLE 17: OVERTIME

17.01 Overtime is all time preauthorized by Management, and worked by an Employee in excess of eight (8) hours per day or forty (40) hours per week, averaged over a fourteen (14) day period, whichever is greater.

(a) Notwithstanding Article17.01, in emergency situations when the replacement worker has not shown up for scheduled duty, an Employee is permitted to remain on their shift at the overtime rate, after having made attempts to contact the on-call Manager at the provided number until a designated replacement has shown up for duty or other instructions have been received from the on-call manager.

17.02 Overtime shall be paid at:

(a) One and one-half times ($1^1/_2$x) the Employee's basic rate of pay, or;

(b) Time off in lieu, hour for hour, to be taken at a time mutually agreed between the Employer and the Employee.

(c) No Employee shall be forced to take time off in lieu of overtime, except when provided for in Article 27.01 (d).

17.03 Employees shall not be required to lay off during their scheduled shifts to equalize any overtime worked previously.

17.04 Overtime shall be shared as equally as possible among all Full-time Employees who perform the work.

ARTICLE 18: CALL-BACK

18.01 Call-back occurs when an Employee is called back to the work site and is required to work after the completion of their regular shift on that day for each call-back.

18.02 Where an Employee is called back to work, they shall be paid for each call-back:

(a) At their basic rate of pay for all hours worked or two (2) hours at one and one-half times ($1^1/_2$x) their basic rate of pay, whichever is greater.

(b) Notwithstanding Article 18.02(a), Employees shall be paid at the overtime rate as per Article 17.02, for each hour worked during the call-back period where the total hours worked on that day exceeds eight (8) hours.

ARTICLE 19: SHIFT AND WEEKEND PREMIUMS

19.01 A shift premium of two dollars and forty-five cents ($2.45) for all hours worked will be paid to an Employee working a shift whereby the majority of the hours are worked between 2200 hours and 0700 hours.

19.02 A weekend premium of two dollars and ten cents ($2.10) per hour will be paid to an Employee for all hours worked when working a shift whereby the major portion of such shift is worked:

(a) Between 0700 hours and 2200 hours on Saturday; and,

(b) Between 0700 hours and 2200 hours on Sunday.

19.03 The Shift and Weekend Premiums shall not be included in the calculation of overtime, nor shall Employees be denied entitlement to these premiums when in receipt of overtime rates.

ARTICLE 20: TRANSPORTATION ALLOWANCE

20.01 An Employee who is requested, by Lodge Management or in their absence, the CAO, to use their own vehicle for work purposes shall be reimbursed for reasonable, necessary and substantiated transportation expenses, reimbursement shall be based upon current Employer policy, but in no case less than thirty cents ($0.30) per kilometre.

ARTICLE 21: ANNUAL VACATION

21.01 Vacation entitlement for Full-time Employees shall be earned during each year of continuous service from the Employee's date of hire.

21.02 Full-time Employees shall earn vacation time with pay as follows:

(a) 0 to 3 years ---------- 2 weeks
(b) 4 to 7 years ---------- 3 weeks
(c) 8 to 14 years ———————- 4 weeks
(d) 15 to 19 years———————- 5 weeks
(e) 20 plus years---------- 6 weeks

21.03 Part-time, Temporary and Casual Employees shall earn vacation pay, payable at the end of each pay period, on the following basis:

(a) 0 to 3 years ---------- 4% of regular earnings
(b) 4 to 7 years ---------- 6% of regular earnings
(c) 8 to 14 years ———————- 8% of regular earnings
(d) 15 to 19 years———————- 10% of regular earnings
(e) 20 plus years---------- 12% of regular earnings

21.04 All Employees will have a standard anniversary date of January 1 for the purpose of determining vacation entitlement. Employees' vacation entitlement will be determined on a pro-rata basis for the portion of the year remaining immediately following the date of hire.

21.05 In addition to vacation pay as per Article 21.03, Part-time Employees shall be entitled to vacation time without pay on a pro-rated basis of vacation time earned by Full-time Employees in accordance with Article 21.02.

21.06 Vacation pay will be paid to Casual Employees as it is earned.

21.07 Vacation entitlement shall be taken in the year it is earned with the following exceptions:

(a) Employees who are serving probation in accordance with Article 13 cannot take vacation until they have successfully completed probation.

(b) Employees can carry over up to one (1) week of vacation from the previous year. The carry-over week shall be used by July 31st of the following year. Where an Employee has failed to take the carry-over week by July 31st, the Employer reserves the right to schedule the vacation for the Employee unless a time is mutually agreed between the Employer and the Employee.

21.08 Vacation with pay shall not accrue during periods while an Employee is:

(a) on layoff;

(b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long-Term-Disability Income Insurance Plan;

(c) in receipt of compensation from the Workers' Compensation Board; or

(d) on Leave of Absence in excess of thirty (30) calendar days for any reason.

21.09 Upon termination, Employees shall receive vacation pay based on the vacation entitlement earned up to the date of termination.

21.10 Where a General Holiday falls during a Full-time Employee's vacation, they shall receive an additional day with pay added to their vacation.

21.11 All Employees must receive final approval from their Lodge Supervisor with respect to when the Employee's annual vacation is to be taken.

(a) All vacation time requests involving more than two (2) days off must be submitted to their Lodge Supervisor for approval by March 15th at the latest and will be approved based on seniority;

(b) In the event an Employee wishes to take holidays before March 15th, a vacation request is to be made by December 1st of the preceding year;

(c) Any vacation requests made after March 15th will be reviewed on a first-come, first-served basis, though requests made before March 15th take precedence;

(d) Vacation requests made in compliance with Article 21.11 (a) and (b) will not be unreasonably denied and will be granted where operationally feasible.

(e) Once approved, vacation will not be changed without mutual consent with the exception of emergent situations.

(f) Decisions on vacation requests will be completed by the Employer by April 30th for those submitted by March 15th and within thirty (30) working days for those submitted after March 15th.

(g) The Employer will make every effort to give Employees time off on Christmas Day and Boxing Day subject to operational requirements.

21.12 Vacation shall only be taken in full-day increments.

21.13 Employees called back from Vacation

When the Employer makes It mandatory for an Employee to cancel approved vacation the Employee shall immediately notify the Employer of prearranged vacation and associated costs. Such costs incurred as a result of the cancellation shall be reimbursed by the Employer upon submission of receipts.

ARTICLE 22: GENERAL HOLIDAYS

22.01 The following days shall be recognized as General Holidays by the Employer for the purpose of this Article:

New Year's Day	Canada Day	Thanksgiving Day
Alberta Family Day	Heritage Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	National Day for Truth And Reconciliation	Boxing Day

and will include any other such days in order to comply with the laws of the Government of Alberta.

22.02 To qualify for General Holiday pay, the Employee must:

(a) Have worked for the Employer no less than twenty-two (22) shifts in the twelve (12) month period preceding any General Holiday;

(b) Have worked their scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent due to illness or an approved Leave of Absence of not greater than five (5) working days; and

(c) Worked on the holiday when the Employee is scheduled or required to do so.

22.03 Employees will not receive General Holiday Pay while:

(a) On layoff; or

(b) In receipt of compensation from the *Workers' Compensation Board;* or

(c) An unpaid absence during which they are in receipt of weekly indemnity as provided for by the Short-Term or Long-Term-Disability Income Insurance Plan; or

(d) On other Leaves of absence in excess of thirty (30) calendar days for any reason.

(e) An Employee absent from work in accordance with this Article shall not be entitled to:

(i) A day off with pay; or

(ii) Payment in lieu thereof;

(iii) for the aforementioned General Holidays.

22.04 Not Working on a Paid Holiday

(a) For Full-time Employees, where the General Holiday falls on an Employee's regularly scheduled day of work and, subject to Article 22.02, the Employee does not work, the Employee shall receive the day off with pay. Their pay

shall be based on their basic rate of pay for the Full-time hours as per Article 16.

(b) For Part-time Employees, where the General Holiday falls on an Employee's regularly scheduled day of work and, subject to Article 22.02, the Employee does not work, the Employee shall receive the day off with pay. Their pay shall be equal to their regular wages earned during the nine (9) weeks preceding the week in which the General Holiday occurs, divided by the number of days worked in that period.

22.05 If the General Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, they shall be paid one and one-half times ($1^1/_2$x) their basic rate of pay for each hour worked.

22.06 If the General Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, they shall receive:

(a) At one and one-half times ($1^1/_2$x) their basic rate of pay for all hours worked.

(b) <u>For Full-time Employees:</u>

A day off with pay to be taken at a time mutually agreed between the Employer and the Employee, paid at their basic rate of pay for Full-time hours as per Article 16. The Employee may bank up to four (4) days off and for all days in excess of four (4), the Employee shall receive one (1) day's pay.

(c) <u>For Part-time Employees:</u>

a day off with pay to be taken at a time mutually agreed between the Employer and Employee, paid at a rate equal to their regular wages earned during the nine (9) weeks preceding the week in which the General Holiday occurs, divided by the number of days worked in that period. The Employee may bank up to four (4) days off and for all days in excess of four (4), the Employee shall receive one (1) day's pay.

22.07 If a General Holiday occurs on Full-time or Part-time Employee's regular day off, they shall receive another regular workday off with pay at a time mutually agreeable between the Employer and the Employee. If no mutually agreeable time is chosen within four (4) months, the Employee shall be paid a regular day's pay.

22.08 If a General Holiday falls during a Full-time or Part-time Employee's vacation, they shall receive an additional day with pay determined in accordance with Article 22.04.

22.09 Casual and Temporary Employees shall be paid one and one-half times ($1^1/_2$x) their basic rate of pay for all hours worked on a General Holiday.

ARTICLE 23: SICK LEAVE

23.01 Sick Leave is provided by the Employer, for the purpose of maintaining the basic rate of pay for regularly scheduled shifts of Employees during absences due to illness, quarantine and accidents for which compensation is not payable under the *Workers' Compensation Act*.

23.02 Only Full-time and Part-time Employees will be entitled to Sick Leave.

23.03 The accrual and use of Sick Leave credits will be administered in accordance with the following:

(a) Full-time Employees shall accumulate Sick Leave at the rate of one and one-half ($1^1/_2$) days per month of Full-time employment, to a maximum credit of one hundred (100) days.

(b) Part-time Employees:

Sick Leave credits for a Part-time Employee shall be earned and computed at the rate of eight (8) hours for each period of one hundred and sixty-eight (168) hours paid by the Employer worked up to a maximum credit of seven hundred and twenty (720) hours. No credit is granted for fractions of one hundred and sixty-eight (168) hours worked.

(c) Sick Leave credits will be accumulated in accordance with Article 23.03 (a) and (b), provided however, that an Employee shall not be entitled to use Sick Leave credits prior to completion of their probationary period as per Article 13.

(d) Sick Leave credits 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 credits in accordance with Article 23.03 (a) and (b), 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 commence accumulating Sick Leave credits up to the maximum once more.

(f) If an Employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's accumulated Sick Leave credits. Employees may be required to submit satisfactory proof of such appointments.

(g) For the purpose of computing Sick Leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.

23.04 Subject to Articles 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. One (1) day shall be deducted from their accumulated Sick Leave credits for every full shift claimed as Sick Leave. If an employee must leave their shift early, they will only be deducted the hours they were not at work up to the total amount of accumulated credits available at the time the Sick Leave commenced. In the case of medical appointments as per Article 23.03 (f), one-half (½) day shall be deducted from an Employee's accumulated Sick Leave credits for every half (½) day, or part thereof, claimed as Sick Leave to attend such appointments up to the total amount of accumulated credits available at the time. The Employee shall make every reasonable effort to schedule their appointments such that only half a sick day is utilized (either the entirety of the morning or the entirety of the afternoon).

23.05 Employees reporting sick shall call their workplace as soon as possible, and in no case less than the requirements of Article 16.07. When Employees are aware that they will be absent from work for more than three (3) consecutive days, they shall advise the Employer in writing.

If the Employee does not provide the required notice, the Employee shall be deemed to have abandoned their position.

23.06 (a) Employees are required to submit medical proof of illness for any claim for Sick Leave in excess of three (3) consecutive days. Where the Employer has identified a Sick Leave usage issue with a particular Employee, the Employer will provide the Employee with prior written notice of the necessity for the Employee to submit medical proof of illness for any claim for Sick Leave regardless of the duration. If the Employee does not provide the required notice, the Employee shall be deemed to have abandoned their position.

(b) Employees will provide regular physician reports to the Employer regarding any absence from the workplace and will provide a return-to-work clearance from their physician for any absences exceeding thirty (30) days.

23.07 Except as hereinafter provided, Sick Leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once Vacation Leave has commenced. In the event that 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 23.03.

23.08 An Employee that is on Long-Term-Disability or has exhausted their Sick Leave credits during the course of an illness, and the illness continues, shall be deemed to be on a Leave of Absence without pay for the duration of the illness. The Employee on such Leave will have the option to continue on the Foundation's benefit plan. The plan(s) must continue intact. The Employee will be solely responsible for paying the health premium costs while the Employee is on Long-Term-Disability. The premiums are due on the first day of each month and if not paid within thirty (30)

days, the Employee will be terminated from the health plan(s). The Employee is required to provide the Employer with documentation from their physician, describing the Employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis. Where the Employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period. The Employee shall also provide the Employer with no less than fourteen (14) days written notice of their readiness to return to work. Article 16.04 will not apply to changes to the shift schedule which become necessary to return such an Employee to work.

23.09 Upon termination or resignation, all Sick Leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.

23.10 An Employee who is on Sick Leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.

23.11 An Employee found to be abusing Sick Leave, or using it for personal gain, may be terminated for just cause.

23.12 The Employer may require that an Employee be examined by an independent medical practitioner where:

(a) There is prolonged frequent absence from work due to illness;

(b) There is apparent misuse of Sick Leave; or

(c) There is concern about the Employee's ability to satisfactorily perform the required duties, due to disability or illness.

23.13 Any medical documentation that is required by the Employer will be at the cost of the Employer.

23.14 <u>Personal Days:</u>

Permanent full-time Employees, upon prior request to the Employer, may be granted up to three (3) personal days per calendar year with pay. Part-time Employees will earn up to two (2) personal days on a pro-rata basis to Full-time hour Equivalency. Permission for such days is subject to operational requirements and will not be unreasonably withheld by the Employer. These days are not subject to be carried over from year to year and shall be at the Employee's regular rate of pay.

Permission for such days is subject to:

(i) Operational requirements;

(ii) Being booked one day at a time;

(iii) Not being the day immediately preceding or following a vacation leave.

23.15 At the expiration of twenty-four (24) continuous months from the first day of absence as a result of disability, where an Employee is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 24: WORKERS' COMPENSATION

24.01 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 receive compensation benefits directly from the Workers' Compensation Board for periods of disability extending past the date that the accident occurred.

24.02 If an Employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer and is not disabled for longer than the day of the accident, the Employee shall receive their basic rate of pay for the remainder of their shift.

24.03 An Employee receiving compensation benefits pursuant to Article 24.01 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;

(c) Not be entitled to General Holidays with pay falling within the period of Workers' Compensation Leave; and

(d) Shall be required to pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage of such benefits.

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

Capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work Such notice shall not be required in the case of short-term absence on Workers' Compensation Leave 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 to the same position they held immediately prior to their disability or at the least a similar position of the same rate of pay.

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

24.06 Employees will be eligible to apply for the payment of accumulated Sick Leave credits in accordance with Article 24 during the period while they are awaiting WCB approval of their claim. Accumulated Sick Leave credits will be payable if the Employee meets the eligibility requirements for Sick Leave. When the WCB claim is approved, the Employee will repay monies delegated by WCB to the days Sick Leave was used. The Employer will reinstate the Sick Leave credits to the appropriate level.

24.07 At the expiration of twenty-four (24) continuous months from the first day of absence as a result of disability, where an Employee is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 25: HEALTH BENEFITS

25.01 Employees who have completed their probationary period in accordance with Article 13 shall be entitled to the benefits outlined in Article 25.02 which shall be compulsory for all such eligible Employees unless they provide proof of similar or superior coverage elsewhere.

25.02 The Employer shall provide for the benefit plan outlined below, as delivered by Better by Design Insurance as of the date the Employer and the Union exchange notice of ratification of the terms of this Collective Agreement. The Employer shall pay eighty percent (80%) of the current premium cost for the benefits listed below:

(a) Alberta Health Care

(b) Group Life

(c) Extended Health Care

(d) Dental

(e) Accidental Death and Dismemberment

(f) Employee Assistance Program

(g) Vision Coverage at a flat benefit of four hundred and fifty ($450.00) dollars every two years

(g) One eye exam will be covered at one hundred percent (100%), every two (2) years

(i) Employees will pay one hundred percent (100%) of the premium cost for Long Term Disability.

25.03 Part-time Employees may participate in the benefit plan providing that the Part-time Employee pay the full cost of the benefit premiums.

25.04 The Employer retains the right to change benefit carriers for the above benefits provided that comparable benefits are maintained.

25.05 Employee eligibility for benefit claims made under the above plans will be determined by the benefit carrier and is not subject to arbitration pursuant to this Collective Agreement.

25.06 The Employer will establish a "UI SUB Plan" to supplement an eligible Employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical proof.

25.07 The Union shall be notified of any changes to Health Benefit contracts, Policies, or any other agreements with the insurance underwriter.

ARTICLE 26: REGISTERED RETIREMENT SAVING PLAN (RRSP) OR TAX-FREE SAVINGS ACCOUNT (TFSA)

26.01 A volunteer RRSP or Tax-Free Savings Account will be provided to all Employees effective January 1, 2008, with the Employer and Employee contributing equally at the following rate:

(a) Two percent (2%) commencing after the first year of employment,

(b) Three percent (3%) after three (3) years of employment,

(c) Four percent (4%) after five (5) years of employment.

26.02 The Employee is at liberty to contribute an amount in excess of that referenced in Article 26.01 if they choose to do so.

26.03 The Volunteer RRSP or Tax-Free Savings Account contribution will be offered each year to all Employees in January.

26.04 Employees shall be entitled to access the RRSP or Tax-Free Savings Account contributions at any time with no restriction or penalty.

26.05 Casual Employees will be permitted to participate in the RRSP or Tax-Free Savings Account (TFSA) at the level of two percent (2%) of regular earnings commencing at the completion of the full-time hour equivalency of their probationary period being five hundred and twenty (520) hours worked.

ARTICLE 27: LEAVE OF ABSENCE

27.01 A Leave of Absence is any Leave other than those outlined elsewhere in this Collective Agreement and may be granted:

(a) Where the request for a Leave is submitted to the CAO 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) When the Employee has exhausted all banked time, banked overtime, banked sick time, banked statutory time and banked vacation time;

(e) Notwithstanding Article 27.01, subject to eligibility according to the benefit carrier, Employees may choose to continue their benefits by pre-paying one hundred percent (100%) of the premium cost to the Employer at the commencement of the Leave. The failure to do so will result in benefit coverage being discontinued. Prepayment may be provided by way of post-dated cheques.

27.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return specified in accordance with Article

27.01 if the date of return is earlier than that specified in Article 27.01. In the case of an Employee's request to return to work on a date earlier than that specified in Article 27.01, allowing an earlier return as requested will be at the discretion of the Employer and the Employer may demand that the Employee not return until the date specified under 27.01. Failure to return from a Leave of Absence on the date specified either in accordance with Article 27.01 or Article 27.02, will automatically terminate employment.

27.03 During the course of the Leave of Absence all entitlements accumulated at the time of departing on Leave will be suspended and remain intact. The Employee will not, however, accrue any further entitlement during the period of the Leave.

27.04 The Employer will grant a Leave of Absence without loss of regular earnings, provided that the Employee remits to the Employer any witness fees or jury stipend (excluding allowances and/or expenses) set by the Court or other body, to an Employee:

(a) Who is called for Jury Duty for the purpose of serving on a Jury; and

(b) Who is required to appear at Court proceedings related to the Employer as a witness or in another capacity.

27.05 Public Office

The Employer shall grant a Leave of Absence without pay to an Employee who wishes to become a candidate for Public Office for the period leading up to the election, on the condition that if a conflict of interest is created by the Employee being elected, the Employee shall resign.

27.06 Leave for Union Business

(a) Representatives of the Union shall be granted time off without loss of Seniority, and without loss of pay in order to carry out their duties as Union Officials and Stewards, to participate in grievance hearings, arbitration, seminars, conventions, workshops, meetings with the Employer and other business deemed necessary by the Union. Leave under this Article will not be unreasonably denied.

(b) Time-off without loss of regular wages will be granted upon written application submitted to the Employer five (5) working days exclusive of Saturdays, Sundays, and General Holidays, before the scheduled absence or such shorter period as may be mutually acceptable and the Employer will recover such hourly wages from the Union. The Union will reimburse the Employer for the wages and benefits associated with time off for such Union leave.

(c) If the time-off is one (1) hour or greater from the Employee's duties, the Union will reimburse the Employer for wages and benefits associated with such time-off.

ARTICLE 28: COMPASSIONATE CARE LEAVE

28.01 An Employee who has been employed for at least ninety (90) days is entitled to unpaid Compassionate Care Leave for a period of up to twenty-seven (27) weeks for the purposes of providing care or support to a seriously ill family member.

28.02 Family members will include:

(a) a spouse or common-law partner of the Employee;

(b) a child of the Employee or child of the Employee's spouse or common-law partner;

(c) a parent of the Employee or spouse or common law parent of the parent; and

(d) other person who is a member of a class of persons designated in the *Regulations* or defined by the *Employment Standards Code*.

28.03 If both parents are Employees, the Compassionate Care Leave may be shared between the Employees as long as the combined period of compassionate care leave does not exceed twenty-seven (27) weeks.

28.04 The Employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued or, if the leave was commenced before the certificate was issued, the day the leave began, and that the family member requires the care and support of one or more family members.

28.05 An Employee who wishes to take Compassionate Care Leave must give the Employer at least two (2) weeks' written notice which must also include the date of the Employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

28.06 Compassionate Care Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

28.07 Compassionate Care Leave ends on the earliest of the following:

(a) The last day of the work week in which the family member named in the medical certificate dies, the twenty-seven (27) weeks' Compassionate Care Leave ends; or

(b) the last day of work of the week in which an Employee ceases to provide care or support to the seriously ill family member.

28.08 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

28.09 Employees on Compassionate Care Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

28.10 An Employee who has been on Compassionate Care Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 29: DEATH OR DISAPPEARANCE OF CHILD LEAVE

29.01 An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.

29.02 An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of up to one hundred and four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.

29.03 The Employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.

29.04 The period during which the Employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance fifty-two (52) weeks after the date on which the disappearance occurs or, in the case of death, one hundred and four (104) weeks after the date on which the death occurs.

29.05 An Employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the Employee's return to work.

29.06 In the case of a child who disappears and is subsequently found alive, the Employee is to return to work fourteen (14) days after the date on which the child is found but no later than the end of the fifty-two (52) week period or, if the child is found dead, one hundred and four (104) weeks after the day on which the disappearance occurred.

29.07 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

29.08 Employees on Death or Disappearance of Child Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

29.09 An Employee who has been on Death or Disappearance of Child Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 30: CRITICAL ILLNESS LEAVE

30.01 (a) An Employee who has been employed for at least ninety (90) days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to thirty-six (36) weeks for the purposes of providing care or support to the child;

(b) An Employee who has been employed for at least ninety (90) days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to sixteen (16) weeks for the purposes of providing care or support to the adult.

30.02 If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one Employee at a time.

30.03 If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends:

(a) on the date of the last day of the work week in which the last critically ill child dies;
(b) the expiration of thirty-six (36) weeks following the date leave began;
(c) the expiration of the last period referenced within the medical certificate for the critically ill children; or
(d) the last day of the work week in which the Employee ceases to provide care and support to the last of the critically ill children.

30.04 Critical Illness of Adult Leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill and ends:

(a) on the date of the last day of the work week in which the critically ill adult dies;
(b) the expiration of sixteen (16) weeks following the date leave began;
(c) the expiration of the last period referenced within the medical certificate for the critically ill adult; or

(d) the last day of the work week in which the Employee ceases to provide care and support to the critically ill adult.

30.05 The Employee must provide the Employer with a medical certificate issued by a physician stating:

(a) that the child or adult is critically ill and requires care and support;

(b) the start date of the period during which the child or adult requires that care and support;

(c) the end date of the period during which the child or adult requires that care and support; and

(d) if the leave was begun before the certificate was issued, the day leave began.

30.06 An Employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) weeks' written notice which notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

30.07 Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

30.08 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

30.09 Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

30.10 If an Employee has been on Critical Illness of Child or Adult Leave, they must provide at least forty-eight (48) hours' notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 31: LONG-TERM ILLNESS OR INJURY LEAVE

31.01 An Employee who has been employed by the Employer for at least ninety (90) days is entitled to unpaid leave due to the illness, injury, or quarantine of the Employee.

31.02 The Employee is entitled to no more than sixteen (16) weeks of Long-Term Illness or Injury Leave in a calendar year.

31.03 The Employee must provide the Employer with a medical certificate issued by a physician stating the estimated duration of the leave.

31.04 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

31.05 Employees on Long-Term Illness or Injury Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

31.06 The Employee must provide at least forty-eight (48) hours written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 32: DOMESTIC VIOLENCE LEAVE

32.01 Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.

32.02 An Employee who is the victim of domestic violence and has been employed for at least ninety (90) days is entitled to unpaid Domestic Violence Leave of up to ten (10) days in a calendar year.

32.03 The Employee may take Domestic Violence Leave for one or more of the following purposes:

(a) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;

(b) to obtain services from a victims' services organization;

(c) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;

(d) to relocate temporarily or permanently; and,

(e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

32.04 Before taking Domestic Violence Leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.

32.05 The Employee must provide at least forty-eight (48) hours written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 33: PERSONAL OR FAMILY RESPONSIBILITY LEAVE

33.01 An Employee who has been employed for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet their family responsibilities in relation to a family member.

33.02 Before taking Personal or Family Responsibility Leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

33.03 The Employee must provide at least forty-eight (48) hours written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 34: LEAVE FOR CITIZENSHIP CEREMONY

34.01 An Employee who has been employed for at least ninety (90) days is entitled to up to one-half (½) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act* (Canada).

34.02 Before taking a Leave for Citizenship Ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

ARTICLE 35: BEREAVEMENT LEAVE

35.01 Bereavement Leave will be granted to Full-time and Part-time Employees who have completed their probationary period in accordance with Article 13. For the purpose of this Article, the following definitions shall apply:

(a) "Immediate Family" shall mean:

spouse	grandchildren	brother-in-law
fiancée	great-grandparents	sister-in-law
children	son-in-law	stepchildren
parents	daughter-in-law	stepparents
brothers	mother-in-law	step-grandparents
sisters	father-in-law	step-grandchildren
grandparents (both sides)		

The above relationships are deemed to include the common-law relationships of the Employee.

(b) "Extended Family" shall mean:

aunts	nieces	cousins (once and twice removed)
uncles	nephews	

The above relationships are deemed to include the common-law relationships of the Employee.

35.02 An Employee shall be granted Bereavement without loss of regular earnings for four (4) consecutive days.

35.03 In the event of the death of an immediate family member, Bereavement shall be extended by up to two (2) days without loss of regular earnings if travel in excess of six hundred (600) kilometres from the Employee's residence is necessary to attend the funeral.

35.04 In the event of the death of an extended family member, an Employee shall be granted Bereavement Leave without loss of regular earnings for up to one (1) day.

35.05 Notwithstanding Article 21.12 an Employee may request to use available vacation entitlement in addition to the Leave specified in this Article. Such requests will not be unreasonably denied.

35.06 At the time of the request for bereavement leave, the Employee may request to split the leave into two (2) separate periods for the sole purpose of attending a deferred funeral or burial ceremony. The combined length of the split leave periods will not exceed the entitlement had the leave been taken in one continuous period.

35.07 Pregnancy Loss

Upon medical confirmation, an Employee shall be granted Bereavement without loss of regular earnings for four (4) consecutive days for pregnancy loss. Pregnancy loss shall include any situation where pregnancy ends other than in a live birth. Those eligible for leave are:

(a) the Employee who was pregnant;

(b) the current spouse, partner or common-law partner to an individual who was pregnant; and,

(c) any Employee who would have become the parent of the child because of the pregnancy (including adoptive or surrogate parent).

ARTICLE 36: MATERNITY/ PARENTAL LEAVE

36.01 Maternity and Parental Leave benefits shall be granted in accordance with the *Employment Standards Code* of Alberta. Employees shall be eligible upon completion of ninety (90) days of employment.

36.02 While an Employee is on Maternity/Parental Leave, no vacation time will accrue, nor will the Employee be eligible for General Holiday pay or credit.

36.03 An Employee on Maternity/Parental Leave must give Lodge Management at least four (4) weeks written notice of the date on which they wish to resume employment or resign.

36.04 An Employee, who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date, may be permitted to do so by the Lodge Manager after providing a written signed medical certificate from their physician, indicating that they are capable of performing the work and that resumption of work will not jeopardize their health.

36.05 If an Employee on Maternity Leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee or the child arising after the delivery date, the Lodge Manager may grant the Employee a further period of Maternity Leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the Employee must provide the Lodge Manager with a written signed medical certificate from their Physician, indicating their inability to resume employment.

36.06 If upon expiration of the extended Maternity Leave an Employee is still unable to resume employment on the next scheduled shift following expiration of the Leave, the Employee will be deemed to have abandoned their position.

36.07 If an Employee resumes employment following Maternity or Parental Leave, their employment anniversary and seniority date remains unchanged.

36.08 Upon the Employee's resumption of employment, the Lodge Manager will reinstate the Employee in the position occupied at Leave commencement or engage the Employee in alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when Maternity Leave commenced.

36.09 Employees on Maternity/Parental Leave may choose to continue their benefits by prepaying one hundred percent (100%) of the premium cost to the Employer. The Employee must notify the Employer of their election at the time of commencement of Leave. The failure to do so will result in benefit coverage being discontinued. After the election has been declared, the Employer agrees to pay their portion of the benefits as per Article 25.02 for the first month of such Leave and one month prior to the Employee's return to work. Pre-payment must be provided by way of post-dated cheques for the full length of the Maternity/Parental Leave.

ARTICLE 37: JOB POSTING, TRANSFERS AND PROMOTIONS

37.01 When a vacancy occurs and the Employer decides to fill the new vacancy or a new position is created in any classification, the Employer shall post notice of the vacancy for at least seven (7) days before filling the position. Applicants can be from inside or outside the Bargaining Unit. Such positions shall be filled by the applicant who best meets all of the requirements of the job as described in the notice of vacancy in accordance with Article 37.02 (a) – 37.02 (g).

(a) In making selections to fill posted vacancies or a new position first consideration shall be given to Employees in the Bargaining Unit.

(b) If two or more internal applicants equally meet the requirements of the job as described in Article 37.02, preference will be given to the most senior applicant from within the Bargaining Unit.

(c) Outside applicants will only be hired if no internal applicant meets the necessary qualifications and no external applicant will be considered until all internal applicants are processed.

(d) For the purpose of Article 37.01 the filling of vacancies must be reached in good faith and consistent with Article 7: No Discrimination.

37.02 The notice shall contain the following information:

(a) the nature of the position;

(b) qualifications;

(c) required knowledge and education;

(d) experience;

(e) skills;

(f) hours of work (the total hours of work for the position in a two (2) week period and the daily hours of work for the position); and,

(g) Wages shall be subject to the current Collective Agreement for the position posted.

37.03 The Employer will accept applications from Employees who signify their interest in any vacancy. All applications for vacant positions shall be made in writing to the Employer.

37.04 Where an individual from within the Bargaining Unit is promoted to a position in a higher classification, the Employee shall serve a trial period of three (3) months.

During this trial period, the Employee may return to their former position and rate of pay providing:

(a) The Employee chooses to return.

(b) The Employer is not satisfied with the work of the Employee. Should the Employer not be satisfied, they shall provide the Employee, in writing, with the reasons for their dissatisfaction.

(c) The Employer will meet with the Employee and complete a written evaluation for all Employees by the midway point of their trial period. The Union shall be notified in writing upon completion of the evaluation.

37.05 When an Employee is temporarily assigned to a work classification either higher or lower than their current classification, they shall continue to retain the basic rate of pay for their current classification or the basic rate of pay of the job to which they are temporarily transferred, whichever is higher.

(a) The benefit status of an Employee filling a casual or temporary vacancy shall be as follows:

(i) An Employee who was receiving benefits prior to the casual or temporary position will continue to receive benefits in accordance with Article 25.

(ii) An Employee who was not receiving benefits prior to the casual or temporary position will not be eligible to receive benefits as a result of the casual position.

(b) An Employee who is the successful applicant on a casual or temporary position shall maintain and continue to accrue seniority in accordance with Article 39 and shall revert back to their former position upon completion of the casual or temporary position.

(c) This Article, pursuant to Article 14.05, does not apply to Cook Assistant positions if these Employees are required to temporarily assume the Journeyman Chef position.

37.06 Where an Employee applies and is awarded a position in a work classification lower than their current classification, the Employee shall be paid at the applicable Step pursuant to Article 14.03 at the new classification regardless of whether the Employee's pay is less than what they had previously earned.

37.07 Where, in the opinion of the Employer there is concern about the applicant's medical suitability for a position, the Employer may require the applicant to undergo a medical examination. The Employer will pay for all costs associated with the medical examination.

37.08 The Site Representative shall be notified in writing of all hirings, layoffs, transfers, recalls and termination of employment within five (5) working days of their occurrence.

ARTICLE 38: DISCIPLINE AND DISMISSAL

38.01 There shall be no discipline or dismissal except for just cause.

38.02 Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies, or any other misconduct;

38.03 A copy of all warnings shall be provided to the Union and the Employee;

38.04 Copies of all such warnings shall be signed by the Employee and the Employer; signing shall only be an acknowledgement of receiving the warning.

38.05 An Employee shall have the right to have a Steward or Local Union Officer present when discipline, in writing, is issued or where there is an investigative meeting that may result in disciplinary action.

38.06 A copy of all such warnings shall be placed on the Employee's personnel file and destroyed after two (2) years providing the Employee has not had any disciplinary incidents on their file in the two (2) year period.

38.07 Nothing in the foregoing prevents the Employer from pursuing the Employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause subject to the grievance procedure.

38.08 Upon the Employee giving the Employer at least one (1) day notice, an Employee shall be provided access to their personnel file and upon the Employee's request a copy of the file shall be provided.

38.09 An Employee absent for three (3) consecutive days without notifying the Employer shall be considered to have vacated their position unless the Employee is able to provide suitable reasons for failing to notify the Employer.

38.10 An Employee who wishes to terminate their employment must provide the Employer with two (2) weeks' written notice.

ARTICLE 39: SENIORITY

39.01 "Seniority", except where otherwise provided in this Collective Agreement shall mean the length of continuous permanent employment with the Employer, in the Bargaining Unit from the last date of hire and shall include all time of the Employee with the Employer prior to Certification by the Union. The Employer will maintain a separate list with the casual and temporary Employees listed in the order of their date of hire.

39.02 The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and June of each year.

(a) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment.

(b) Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 32.01.

(c) Where a Casual Employee becomes, Full-time or Part-time with the Employer, 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 Casual Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work.

39.03 Seniority shall be used, but not limited to, determining:

(a) Preference for vacation time pursuant to Article 21.12;

(b) Layoffs, subject to the provisions specified in Article 40 and

(c) Job posting, transfers and promotions pursuant to Article 37.

39.04 Seniority shall be considered broken, all rights forfeited:

(a) When the employment relationship is terminated by either the Employer or the Employee in writing;

(b) Upon the expiry of twelve (12) months following the date of lay off, if during such time the Employee has not been recalled to work;

(c) When an Employee does not return to work as required, within seven (7) days of being recalled in accordance with Article 40.05 (b) unless the return is not reasonably possible wherein such return will be required within an additional ten (10) days.

(d) When terminated by the Employer for just cause.

(e) If the Employee is absent from work without the Employer's consent or authorization for more than three (3) days.

39.05 Where an Employee in the Bargaining Unit accepts a permanent position with the Employer who is excluded from the Bargaining Unit seniority will be forfeited unless such Employee returns to the Bargaining Unit within six (6) months.

39.06 Seniority will not accrue during:

(a) Periods when the Employee is on Long-Term-Disability;

(b) Other Leaves of absence (excluding maternity and parental leave) or suspension in excess of thirty (30) working days for any reason.

(c) Periods of layoff.

ARTICLE 40: LAY OFF AND RECALL PROCEDURE

40.01 Definition of Layoff

A layoff shall be defined as a reduction of regularly scheduled hours of work.

40.02 Notice of Layoff

Full-time and Part-time Employees shall receive fourteen (14) calendar days' notice or pay in lieu thereof of the Employer's intention to lay off. A copy of such notice shall be provided to the Union.

40.03 In the event that the number of Employees is to be reduced or there is to be a reduction in the regularly scheduled hours of work, Employee(s) shall be laid off from the classification where the lack of work exists, in reverse order of seniority.

40.04 Prior to implementation of the provisions of this Article the Employer will meet the Union to inform the Union of the Employer's intentions. The Union shall be notified of layoffs, displacements and reassignments as they occur.

40.05 Re-call

(a) Where Employees have been laid off in accordance with Article 40.02 recall shall be in the order of seniority of the Employees on layoff providing the Employee is able to perform the work available.

(b) The Employer will contact Employees on lay off in person or by phone for the purpose of re-call in accordance with Article 40.04. Where re-call in this manner is not possible, re-call shall be deemed to have been carried out seven (7) days after the posting of a -registered letter to the last known address of the Employee according to the Employer's records.

(c) Where an Employee does not return to work as required, within a further seven (7) days of being recalled, in accordance with Article 40.05 (b), the employment relationship shall be terminated unless the return is not reasonably possible wherein such return will be required within an additional ten (10) days.

40.06 No Employees shall be hired by the Employer until eligible Employees on layoff have been given the opportunity to return to work in accordance with Article 40.05.

40.07 The right to re-call in accordance with Article 40.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

40.08 Casual Assignment During Layoff:

In the event an Employee on layoff accepts an offer to work as a Casual Employee, such Employee shall be governed by the Collective Agreement provisions applicable to a Casual Employee, however, such Employee's seniority standing shall not be affected by the period of Casual employment.

40.09 If the Benefit Carrier permits, an Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Employee has seniority rights. Failure by the Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

ARTICLE 41: TRAINING ALLOWANCE

41.01 All Employees, when required by the Employer to attend any training course, seminar or staff meeting, except in relation to obtaining HCA Certification, shall be paid at the overtime rates as per Article 17 when applicable for all hours attended in such training course or seminar or staff meeting.

41.02 It is mandatory that Employees attend scheduled courses, workshops and staff meetings as directed by the Employer. Failure to attend these scheduled courses, workshops or staff meetings will be seen as equivalent to missing a scheduled shift.

41.03 Employees will obtain first aid training when, and as scheduled by the Employer. In the event that the Employee fails, without a reasonable excuse, to attend the scheduled first aid course, the Employee will attend, when off-duty, and pay for the next available training off-site.

41.04 Health Care Aides (HCAs), including Casual HCAs, will be required to enter into a recognized training program, twelve (12) months from the date of hire as an HCA. The tuition, books, and fees for such training program, including current enrollees, shall be paid for by the Employer except as follows:

(a) The Employee fails to pass any necessary testing to obtain certification;

(b) The Employee fails to maintain the necessary minimum requirement to complete the course;

(c) The Employee is terminated or resigns or fails to work a minimum of sixteen (16) shifts per calendar quarter, when offered, for each calendar year, within two years of obtaining the certification.

(i) In such circumstances the Employee will reimburse the Employer one hundred percent (100%) of the tuition cost and fees if their employment is terminated, or the Employee resigns within one year of certification;

(ii) And fifty percent (50%) of the tuition costs and fees if terminated or the Employee resigns following the one-year anniversary but before the second anniversary of certification;

(iii) Following completion of two (2) years of service from the date of certification, the Employee will have no obligation to reimburse the Employer.

(d) In order to receive the training allowance, the Employee may not be employed as an HCA in training with another Employer while completing their training.

(e) An Employee after being certified, as a Health Care Aide shall be immediately placed at the appropriate salary in Appendix A.

41.05 The costs of approved and required training, for Employees not subject to Article 41.04, shall be covered by the Employer except as follows:

(a) The Employee fails to pass any necessary testing to obtain certification;

(b) The Employee is terminated or resigns or fails to work a minimum of sixteen (16) shifts per calendar quarter, when offered, for each calendar year, within two (2) years of obtaining the certification:

(i) In such circumstances the Employee will reimburse the Employer one hundred percent (100%) of the tuition costs and fees if their employment is terminated, or the Employee resigns within one (1) year of certification;

(ii) And fifty percent (50%) of the tuition costs and fees if terminated or the Employee resigns following the one (1) year anniversary but before the second-year anniversary of certification;

(iii) Following completion of two (2) years of service from the date of certification, the Employee will have no obligation to reimburse the Employer.

41.06 An Employee after being certified, as a Health Care Aide shall be immediately placed at the appropriate salary in Appendix A.

ARTICLE 42: JOB SECURITY

42.01 The Employer agrees that if the Employees in the Bargaining Unit would lose employment as a result of contracting out services provided by the members of the Bargaining Unit the Employer will:

(a) Use the best efforts to encourage the contract service to give priority to hiring affected Employees.

(b) Lay off rather than terminate affected Employees.

42.02 The Employer agrees to give One hundred and twenty (120) days' notice of intention to contract-out, to affected Employees except where contracting out becomes operationally necessary due to a lack of Bargaining Unit members qualified to perform the work. In such a case, the Employer will notify the Union as soon as possible.

ARTICLE 43: COPIES OF COLLECTIVE AGREEMENT

43.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the Employee with a copy.

43.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

43.03 The Agreement shall be printed in a form agreed between the Parties.

ARTICLE 44: GENDER-NEUTRAL LANGUAGE

44.01 Where the singular or feminine is used in this Agreement, this shall be construed as plural or masculine as the context requires.

ARTICLE 45: ALLOWANCE AND PROFESSIONAL/LICENSING FEES

45.01 Upon completion of probation for any Employee required to wear a uniform or a specific type of shoes, the Employer shall reimburse the Employee up to two hundred and seventy-five dollars ($275.00) per year, when the Employee provides receipts of such costs for the purchase of uniforms or shoes.

45.02 Effective December 1, 2026, Employees who have worked five hundred and twenty (520) hours in the preceding one-year period, who are required to maintain annual registrations, certifications, permits, or insurance, which are directly related to the work performed for the Employer, are entitled to have those fees reimbursed upon receipt of proof of payment of such fees to a maximum of two hundred dollars ($200.00).

ARTICLE 46: REIMBURSEMENT OF EXPENSES

46.01 The Parties agree to the following process for reimbursement for out-of-pocket purchases made by Employees for the Employer.

Reimbursement Process

Employees can submit expenses twice per month: once on the fifteenth of the month and once on the thirtieth. Provided the expenses are submitted by/on these dates, the Employee can expect reimbursement, barring unforeseen circumstances, by the thirtieth of the current month and by the fifteenth of the following month respectively.

ARTICLE 47: JOINT HEALTH AND SAFETY COMMITTEE

47.01 The Committee shall meet, at minimum, quarterly at the workplace and shall maintain minutes of all meetings, which shall be posted on the Union board. Any representative attending the Committee during their schedule working hours shall not lose regular earnings as a result of such attendance.

47.02 The CUPE National Representative may be invited to attend meetings.

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

Date signed: Oct 2, 2026

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

Tim Janzen (Sep 28, 2026 13:08:47 MDT)

Tim Janzen

THOMAS FLOYD MACHACEK (Sep 28, 2026 12:29:54 MDT)

Tom Machacek

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038

Brent Hamilton (Oct 1, 2026 16:55:19 MDT)

Brent Hamilton

Twilla Stewart (Sep 28, 2026 10:56:15 MDT)

Twilla Stewart

Kristy Rempel (Sep 28, 2026 20:33:55 MDT)

Kristy Rempel

Rosemary Church (Oct 2, 2026 03:26:43 MDT)

Rosemary Church

Jeremy Charlesworth (Oct 2, 2026 08:59:40 MDT)

Jeremy Charlesworth

APPENDIX A SALARIES

June 1, 2026 – 3.0%

June 1, 2027 - 3.0%

June 1, 2028 - 3.0%

All rates are expressed in hourly rates of pay. The number of hours at each Step will be based on the total number of hours worked in that Classification.

Effective June 2026 (+3.0% increase)

Classification	Start 0-520	Step 2 521-2080	Step 3 2081+
Health Care Aide (HCA) Certified	25.50	27.00	28.55
Health Care Aide (HCA) Non-Certified	22.25	23.30	24.35
Cook	23.93	24.69	25.39
Cook Assistant	19.78	21.68	23.50
Kitchen Aide/General Worker	18.92	20.76	22.62
Housekeeping	18.92	20.76	22.62
Activity Coordinator - Certified	23.95	24.74	25.45
Activity Coordinator – Non-Certified	21.09	21.89	22.59

Effective June 2027 (+3.0% increase)

Classification	Start 0-520	Step 2 521-2080	Step 3 2081+
Health Care Aide (HCA) Certified	26.27	27.81	29.41
Health Care Aide (HCA) Non-Certified	22.92	24.00	25.08
Cook	24.65	25.43	26.15
Cook Assistant	20.37	22.33	24.21
Kitchen Aide/General Worker	19.49	21.38	23.30
Housekeeping	19.49	21.38	23.30
Activity Coordinator - Certified	24.67	25.48	26.21
Activity Coordinator – Non-Certified	21.72	22.55	23.27

Effective June 2028 (+3.0% increase)

Classification	Start 0-520	Step 2 521-2080	Step 3 2081+
Health Care Aide (HCA) Certified	27.06	28.64	30.29
Health Care Aide (HCA) Non-Certified	23.61	24.72	25.83
Cook	25.38	26.19	26.94
Cook Assistant	20.98	23.00	24.94
Kitchen Aide/General Worker	20.07	22.02	24.00
Housekeeping	20.07	22.02	24.00
Activity Coordinator - Certified	25.41	26.24	27.00
Activity Coordinator – Non-Certified	22.37	23.22	23.96

LETTER OF UNDERSTANDING A

HEALTH CARE AIDES (HCA)

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION
(the "Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038
(the "Union")

RE: Health Care Aides (HCA)

The Parties agree to the following:

1. Notwithstanding Articles 2.04 and 16.02(b), Full-time Employees in the classification of Health Care Aide, will continue to be employed under the same terms and conditions of employment when working the "October 1, 2006, Shift Schedule" (four on and two off) that creates a decrease in Full-time hours as specified in Article 16.02(b).
2. This Letter of Understanding will remain in full force and effect for the duration of the Collective Agreement.

Signed in Taber this 2 day of October, 2026.

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

Tim Janzen (Sep 28, 2026 13:08:47 MDT)

Tim Janzen

THOMAS FLOYD MACHACEK (Sep 28, 2026 12:29:54 MDT)

Tom Machacek

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038

Brent Hamilton (Oct 1, 2026 16:55:19 MDT)

Brent Hamilton

Twilla Stewart (Sep 28, 2026 10:56:15 MDT)

Twilla Stewart

Kristy Rempel (Sep 28, 2026 20:33:55 MDT)

Kristy Rempel

Rosemary Church (Oct 2, 2026 03:26:43 MDT)

Rosemary Church

Jeremy Charlesworth (Oct 2, 2026 08:59:40 MDT)

Jeremy Charlesworth

LETTER OF UNDERSTANDING B

GENERAL WORKER/KITCHEN AIDE/COOK ASSISTANT

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION
(the "Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038
(the "Union")

RE: General Worker/Kitchen Aide/Cook Assistant

The Parties agree to the following:

1. In the event a General Worker/Kitchen Aide is required to temporarily assume responsibilities in the absence of a Cook Assistant, the General Worker/Kitchen Aide shall receive Cook Assistant wages, at the same Step they are at in their position, for the duration of the temporary responsibilities.

Signed in Taber this 2 day of October, 2026.

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

Tim Janzen (Sep 28, 2026 13:08:47 MDT)

Tim Janzen

THOMAS FLOYD MACHACEK (Sep 28, 2026 12:29:54 MDT)

Tom Machacek

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Jeremy Charlesworth

LETTER OF UNDERSTANDING C

VACATION, GENERAL HOLIDAYS, SHIFT TRADES AND LEAVES OF ABSENCE

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION
(the "Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038
(the "Union")

RE: Vacation, General Holidays, Shift Trades and Leaves of Absence

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The Parties agree to the following:

1. Due to operational demands, all short-notice requests (vacation, General Holidays, shift trades or Leave of Absence) must be submitted in writing using the appropriate form before any time off will be considered by your Supervisor.

2. All completed forms are to be provided directly to the Lodge Manager or Lodge Manager's mail slot.

3. Requested time off must be submitted prior to 8:00 a.m. on the last business day of the week prior to the week of the shift in question.

   [For example, if the requested day off is Wednesday, March 26, 2014, the completed form must be received in the Lodge Manager's mail slot no later than 8:00 a.m. on Friday, March 21, 2014.]

   The Employee will be informed prior to the end of the last business day of the week.

4. The forms will be date stamped by the Lodge Manager and filed and forwarded to your direct Supervisor on the last business day of the week for consideration. The request will be reviewed and approved so long as operational requirements are maintained.

5. The only exceptions to the time limit will be sick days, the use of personal days in the event of compassionate or emergent care of family members, as well as unforeseen circumstances.

6. Unforeseen circumstances will be defined as circumstances of which the Employee had no knowledge of the last business day of the prior week.

Signed in Taber this 2 day of October, 2026.

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

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Tim Janzen

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Jeremy Charlesworth (Oct 2, 2026 08:59:40 MDT)

Jeremy Charlesworth

LETTER OF UNDERSTANDING D

ARTICLE 16: HOURS OF WORK

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION
(the "Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038
(the "Union")

RE: ARTICLE 16: HOURS OF WORK

The Parties agree as follows effective December 17, 2014:

1. Notwithstanding Articles 16.02 and 16.03, for the night shift only, an Employee shall work an eight (8) hour shift which includes a one-half (½) hour paid lunch break.

Signed in Taber this 2 day of October, 2026.

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

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Tim Janzen

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LETTER OF UNDERSTANDING E

PANDEMIC RESPONSE

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION
(the "Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038
(the "Union")

RE: PANDEMIC RESPONSE

WHEREAS the Employer and the Union recognize that a pandemic outbreak may be declared at any time and the Employer has developed a Pandemic Plan to address staff shortages which may result from a pandemic and how Taber and District Housing Foundation will cope and continue to provide services during such a pandemic.

The Union acknowledges and accepts the process outlined in the attached Schedule "A" as a Policy which will be invoked by Taber and District Housing Foundation's CAO in order to reduce the effects of a pandemic on the Foundation's operations.

Signed in Taber this 2 day of October, 2026.

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

Tim Janzen (Sep 28, 2026 13:08:47 MDT)

Tim Janzen

THOMAS FLOYD MACHACEK (Sep 28, 2026 12:29:54 MDT)

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SCHEDULE A – PANDEMIC POLICY

A comparison of current policies under the CUPE / Taber and District Housing Foundation Collective Agreement, with a modified approach to sick leave for symptoms arising from a declared pandemic.

This policy will come into force at the discretion of the CAO and can be terminated at the discretion of the CAO. The policy is designated to address issues arising from a pandemic.

Current: If an Employee is sick, they are to call their Supervisor and inform the Supervisor that they are ill and will not be in.

Modified: Employees having illnesses other than flu-like symptoms must contact their Supervisor. For Employees experiencing symptoms arising from a declared pandemic, a *single point of contact* will be set up as the main and only contact for Employees with said symptoms. Employees who are experiencing symptoms are to phone 403-223-2822, extension 2 or 403-382-7389 and report their condition three hours prior to the start of their shift. The Employee's condition will be assessed by the *`Single Point of Contact'* and direction will be provided. At this point, the Employee may be required to stay home and not come to work for a period of up to seven consecutive days or until all symptoms have been resolved. All Employees on sick leave for pandemic-associated symptoms shall be required to maintain daily contact with the *'Single Point of Contact'* in order to be assessed on a daily basis. At this point you may be required to stay home and not come to work for a period of up to seven consecutive days or until all symptoms have been resolved.

The *'Single Point of Contact'* will be given authority to make decisions about sick Employees without having to ask each Supervisor about each case. They will be able to tell Employees when they should stay home, and when they should be at work. The *'Single Point of Contact'* will be given a detailed symptom checklist as proved by Alberta Health Services specifically to assess symptoms with Employees over the phone. The *'Single Point of Contact'* will be responsible for notifying each Supervisor about the outcome of the assessment.

Employees who are required to stay at home for a self-isolation period may be called upon to provide assistance from their home regarding various work-related tasks.

Current: Section 23.06: Employees are required to submit medical proof of illness for any claim for sick leave in excess of three days.

Modified: A doctor's note will not be required for absence due to flu-like symptoms. Recommended treatment for mild symptoms is self-isolation as clinics and the hospital do not want flu-infected people out and about coming to see them and infecting others.

Note: This Policy has been developed to assist in preventing the spread of a pandemic in our workplace and the community. It provides some unique privileges beyond the sick leave benefits offered in any Collective Agreement to address the seriousness of this situation and is considered a best practice for Pandemic Response.

Should it be determined that an Employee has taken advantage of these privileges and has abused the trust which goes with it, the individual will be subject to severe discipline up to and including dismissal.

LETTER OF UNDERSTANDING F

CHANGE TO BI-WEEKLY PAY

BETWEEN

TABER AND DISTRICT HOUSING FOUNDATION
(the "Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2038
(the "Union")

WHEREAS the Employer and the Union agree to transition all employees to bi-weekly payment of wages by October 1st, 2027, unless both Parties mutually agree to extend the timeline. The employer will provide employees with a minimum of forty-five (45) days' notice of when the change will take effect.

The following changes will come into effect as of the date the Employer transitions the employees to bi-weekly payment of wages.

The following Article will replace the existing Article 15.01 in the current Collective agreement once bi-weekly payments begin.

ARTICLE 15: PAY DAYS

15.01 Employees shall be paid bi-weekly in accordance with the rates of pay set out in Appendix A: Salaries according to the applicable Classification and Step.

The following Article will be deleted:

ARTICLE 15: PAY DAYS

15.01 Employees shall be paid by direct deposit on the last Wednesday of each month, or if the last Wednesday of the month falls on a non-banking day the Employee will be paid on the last banking day prior to the last Wednesday of the month. Employees shall have the option of being paid, as long as they have worked the hours equivalent for such payment, an advance on the 16th of each month (or the next business day), in the amount of five hundred dollars ($500.00) for Permanent Full-time and three hundred dollars ($300.00) for Permanent Part-time.

Signed in Taber this 2 day of October, 2026.

SIGNED ON BEHALF OF:

TABER AND DISTRICT HOUSING FOUNDATION

Tim Janzen (Sep 28, 2026 13:08:47 MDT)

Tim Janzen

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