

THE COLLECTIVE AGREEMENT

between

LAMONT COUNTY HOUSING FOUNDATION

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

on behalf of

Local 047, Chapter 026

Expires December 31, 2021

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PREAMBLE

WHEREAS the parties agree the primary purpose and concern of the Employer is to be of service to the community in providing quality resident care in accordance with the Vision, Mission and Values of Lamont County Housing Foundation; and

WHEREAS the parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work and other terms and conditions of employment; and

WHEREAS the union is the duly certified bargaining agent for the employees of the Employer covered by the Labour Relations Board certificate #155-2015; and

WHEREAS the parties wish to maintain harmonious relations between the Employer and the Union; and

WHEREAS the parties recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW, THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

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 and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including December 31, 2021 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 to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 The Collective Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 1.05 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- in the case of the Employer to:
- Chief Administrative Officer
Lamont County Housing Foundation
c/o LHCC, Box 479
Lamont, AB T0B 2R0.
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7

ARTICLE 2
DEFINITIONS

- 2.01 "Code" means the Labour Relations Code as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "Union" is The Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Local" means Local 047 of The Alberta Union of Provincial Employees

- 2.05 "Chapter" means a component of the Union responsible for administration and negotiation of the Collective Agreement.
- 2.06 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate 155-2015.
- 2.07 "Member" means an Employee of the Lamont County Housing Foundation who is covered by this Collective Agreement and who is a member of this Local.
- 2.08 "Basic Rate of Pay" shall mean the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.09 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that:
- (a) is not interrupted by termination, dismissal or change in status to that of a casual Employee; or
 - (b) follows any period of employment as a casual Employee.
- 2.10 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer.

At the time of employment, the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 5 "Hours of Work"
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in the Article 5 "Hours of Work"
- (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of six (6) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is six (6) months or less; or
 - (iii) works on a call-in basis and is not regularly scheduled.
 - (iv) A Student.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a fulltime or part-time position:
 - (i) for a specific job of more than six (6) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence; or

- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
 - (d) "Student" is one who hired as a Student and is enrolled in a secondary or post secondary program and who is supernumerary to the staff complement. A Student shall not replace other Employees who are absent from work where there are existing available staff. Where a Student is assigned to replace existing staff they shall be compensated at the rate of pay for that classification.
- 2.11 "Shift" means a daily tour of duty excluding overtime hours.
- 2.12 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.13 "Employer" shall mean the Lamont County Housing Foundation and include such personnel to whom the Board has delegated certain authority to carry out administrative and managerial duties in respect to the operation and management of the Lamont County Housing Foundation.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.15 "Site" means the buildings as designated by the Employer

ARTICLE 3

APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees covered by the Alberta Labour Relations Board Certificate 155 – 2015.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Wages Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also to the plural, unless the context otherwise requires.
- 3.04 When a difference arises out of a provision contained in this Collective Agreement and the Employer's regulations, guidelines, policies or directives cover the same subject matter, the Collective Agreement shall supersede the regulations, guidelines, policies or directives.

ARTICLE 4

UNION RECOGNITION AND BUSINESS

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.

- 4.03 All correspondence between the parties shall be between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.04 The Employer will provide a bulletin board for the posting of Union notices at a location as determined by the Employer. The Chapter shall be permitted to post notices of meetings and such other notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 4.05 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment. The supplier of printing of the Collective Agreement will be agreed by mutual agreement.
- 4.06 The Employer agrees that a Union Steward shall be given the opportunity to meet each new Employee for up to forty five (45) minutes during their orientation, for the purpose of explaining the Collective Agreement.
- 4.07 Employees can wear one (1) Union lapel pin during working hours provided that it does not interfere with Employees ability to carry out their duties of Employment.
- 4.08 The Union will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement

ARTICLE 5

UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 All Employees have the right:
- (a) to voluntary membership in the Union;
 - (b) to participate in lawful activities of the Union;
 - (c) to bargain collectively with the Employer through the Union.
- 5.02 All Employees shall be required to pay Union dues. The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly union dues in a manner in keeping with the payroll system in effect for the Employer. Dues deductions shall start on the commencement of the first pay period following the date of ratification of this agreement. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the union not later than ten (10) days following the bi-weekly pay period in which the dues were deducted. Such deductions shall be accompanied by a list, which shall indicate
- (a) the Employee's name;
 - (b) the phone number on file;
 - (c) mailing address;

- (d) Employee number;
- (e) starting date;
- (f) classification;
- (g) hourly rate of pay;
- (h) status (Regular Full-time, Regular Part-time, Temporary, Casual);
- (i) seniority;
- (j) site;
- (k) dues deducted;
- (l) gross earnings;
- (m) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months; and
- (n) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.

- 5.03 The union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.
- 5.06 Once per calendar year the Union may request a list of all Employees in the bargaining unit and their mailing addresses known to the Employer.

ARTICLE 6

UNION STEWARDS

- 6.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent the Employee in formal meetings such as: investigation, duty to accommodate, return to work, discipline, the processing of a grievance. There will be no loss of regular earnings for time in attendance at the meetings, however the Employer will not pay for travel time or travel expenses. Where it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their immediate Manager and provide them with as much advance notice as possible. Arrangements will be made by the Manager to permit the Union Steward to leave their job as soon as reasonably possible. Such time off will be granted only upon the approval of the Manager or authorized alternate, which approval will not be unreasonably withheld.

6.02 A list of Union Stewards shall be supplied by the Union to the Chief Administrative Officer. The Chief Administrative Officer shall be advised in writing of any change to this list. The list shall be updated by the Union annually.

6.03 Employees shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer regarding an investigation, discipline, duty to accommodate, return to work, or grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the Chief Administrative Officer or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 7 **MANAGEMENT RIGHTS**

7.01 The Employer retains all rights not specifically limited by this Collective Agreement.

7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain and improve order, discipline, efficiency and to make, alter, and enforce rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff, and recall Employees;
- (d) demote, discipline, suspend, or discharge for just cause.

7.03 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement

ARTICLE 8 **NO DISCRIMINATION / NO HARASSMENT** **(RESPECTFUL WORKPLACE)**

8.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.

- 8.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, ancestry, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, place of origin, source of income, family status, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 8.03 Clause 8.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement:
- 8.04 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:
- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
 - (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
 - (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- Harassment includes, but is not limited to sexual harassment and workplace violence.
- 8.05 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.
- 8.06 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 8.07 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.

- 8.08 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 8.09 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act* or a grievance under Article 29.

ARTICLE 9

PROBATIONARY PERIOD

- 9.01 A new Employee shall serve a minimum probationary period of four hundred eighty-eight (488) hours worked exclusive of overtime, for employees working seven point five (7.5) hour work days, or five hundred, twenty-two (522) hours worked, exclusive of overtime hours, for employees working eight (8) hour work days, or to a maximum of three (3) months. The probationary period may be extended up to an additional maximum period of four hundred, eight-eight (488) hours or five hundred, twenty-two (522) hours worked, as applicable, exclusive of overtime hours, or to a maximum of three (3) months. When the probationary period is extended by the Employer, the Employee shall be advised of the extension in writing. The Employer shall notify the Union of the extension of the probationary period within seven (7) calendar days of the date the extension was communicated to the Employee.
- 9.02 If a probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated during the probationary period without cause or notice or pay in lieu of notice, and such dismissal or termination shall be subject to appeal through the grievance procedure to step 2, but not subject to arbitration.
- 9.03 The Employer shall provide a paid orientation period for all new Employees.
- 9.04 The Employer shall provide a performance review for each probationary Employee at least once during their probationary period.

ARTICLE 10

SENIORITY

- 10.01 Seniority for all Employees shall be defined as the date of hire into a Full-time or Part-time position in the bargaining unit. All periods of continuous service as a Temporary and/or Casual Employee shall be credited towards the seniority date once a Full-time or Part-time position has been established.
- 10.02 Employees shall not acquire seniority until the successful completion of their probationary period.
- 10.03 Seniority shall be recognized only where specifically referenced in this Agreement.
- 10.04 Seniority shall be considered in determining:
- (a) appointment and filling vacancies subject to the provisions specified in Article 11: Appointments, Promotions and Vacancies;

- (b) preference of choosing vacation time in Article 20: Annual Vacation;
 - (c) layoffs and recalls, subject to the provisions specified in Article 27: Layoff and Recall;
- 10.05 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
 - (b) upon the expiry of six months following the date of layoff, if during which time the Employee has not been recalled to work;
 - (c) if an Employee does not return to work on recall, as provided in Article 26;
 - (d) when an Employee has been absent for three (3) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- 10.06 Within sixty (60) days of the ratification of the first Collective Agreement, the Employer will post on the Union bulletin board and provide the Union a copy of the seniority list setting out the names and seniority dates, and date of hire if it is different from the seniority date for each Employee. The Union will have thirty (30) days to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 10.07 The seniority list will be updated by the Employer not less frequently than once each calendar year or in the event of layoff.

ARTICLE 11

APPOINTMENTS, PROMOTIONS AND TRANSFERS

- 11.01 **Postings**
- When a new Full-time or Part-time position is created or when filling a Full-time or Part-time vacancy in any position covered by this Collective Agreement such position or vacancy shall be posted for not less than seven (7) calendar days, in advance of making an appointment. A copy of all postings shall be forwarded to the Union (Chapter Chairperson).
- 11.02 The posting shall contain the following information;
- (i) Competition Number;
 - (ii) Qualifications;
 - (iii) Employment status (Regular full-time, Regular Part-time, Temporary or Casual);
 - (iv) Classification ;
 - (v) Range of rate of pay;
 - (vi) Date of posting and date and time posting closes.
- For informational purposes only the posting shall specify the hours of work.

11.03 Subject to Clause 11.04, where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.

11.04 Applications

Applications for vacancies shall be submitted to the contact person designated on the job posting and in accordance with procedures established by the Employer. Applications for a posted position will be accepted at any time period up to the closing time and date of the posting.

11.05 Selection

In making appointments and filling vacancies, appointments will be made on the basis of qualifications, education, experience, training, and bona fide skills and where these factors are considered by the Employer to be equal, seniority shall be the deciding factor.

11.06 The name of the Employee who is appointed to fill the vacancy shall be posted for not less than seven (7) calendar days.

11.07 Job Description

- (a) Copies of job descriptions shall be on hand and shall be available to an Employee upon request.
- (b) Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year, unless there has been a change to the job description.

ARTICLE 12
HOURS OF WORK

12.01 This Article defines the normal hours of work. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.

12.02 It is understood and agreed that the Employer operates a continuous operation from Sunday at 0000 hours to Saturday at 2400 hours.

12.03 Regular hours of work for Regular full time Employees exclusive of meal periods shall be:

- (a) seven and one-half (7 ½) or eight (8) work hours per day;
- (b) seventy-five (75) or eighty (80) work hours each fourteen (14) calendar day period averaged over the shift cycle.

12.04 Regular hours of work for Regular Part time Employees exclusive of meal periods shall be:

- (a) up to eight (8) work hours per day;
- (b) less than eighty (80) work hours each fourteen calendar day period averaged over the shift cycle.

12.05 Hours of work for casual employees shall be up to eight (8) hours per day

12.06 Employees will not be required to work split shifts, except by mutual agreement between the Employee, Employer and the Union.

12.07 Rest Periods and Meal Period

- (a) A meal period of not less than one-half (1/2) hours and not more than one and one-half (1½) hours shall be granted to all Employees for each work period that exceeds five (5) hours. Such meal period shall be without pay.
- (b) All Employees shall be permitted one paid rest period of fifteen (15) minutes during each full period of three point seven-five (3.75) hours of work, the time of which shall be scheduled by the Employer.
- (c) The actual times at which an Employee shall take meal period and rest periods will be determined by the Employer. Rest periods will not be scheduled in conjunction with meal periods, quitting times, or taken together, except by mutual agreement of the Employee and Employer.
- (d) Meal and rest periods shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the minutes of the meal and rest period expire.
- (e) Where the Employer requires an Employee to remain readily available during their meal period, the Employee will be compensated for the meal period at their basic rate of pay.
- (f) Where the Employer requires an Employee to work during their meal or rest period, or recalls them to work during the meal or rest period, compensating time will be provided later in the shift or paid to the Employee at the applicable rate.

12.08 Full-time and Part-time Employees

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules provide for:
 - (i) at least fifteen and one-half (15½) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled shifts;
 - (iii) at least two (2) consecutive days of rest every fourteen (14) calendar days.
- (b) Except by mutual agreement between the Employer and the Employee, an Employee working eight (8) hour shifts shall receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday.

- 12.09
- (a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
 - (b) When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at one and one half times (1½ x) for all hours worked on the first shift of the changed schedule.

- 12.10 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over eight (8) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 12.11 An Employee who reports for a scheduled shift and is subject to cancellation of the shift shall be paid for a minimum of three (3) hours or for all hours worked, whichever is greater, at the Employee's basic hourly rate of pay.
- 12.12 This Article applies to Casual Employees except clauses 12.08(a)(i), (iii), 12.08(b), and 12.09, which shall have no application to Casual Employees.
- 12.13 (a) Employees may exchange shifts, within the same classification, among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate Manager; and
 - (iii) there is no additional cost to the Employer.
- (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. The Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 12 and 13, arising with the shift exchange. Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12.14 Additional Shifts
- Part-time Employees wishing to work additional hours, in the same classification, shall indicate their availability in writing on a monthly basis to the Employer. When the Employer is offering additional hours to Part-time Employees, such hours will be distributed as equitably as possible amongst the Part-time Employees who have indicated their interest in working additional hours.
- 12.15 Extended/Modified Work Day
- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles. The list of positions/work areas/programs may be amended from time to time by the Parties.

- (b) Either Party will provide the other Party with at least 60 calendar days notice, in writing, of their intent to terminate this agreement. Within the sixty (60) day notice period, the Employer shall post a new schedule pursuant to Article 12.
- (c) The Parties agree that with the exception of those amendments when an extended /modified work day is implemented, all other Articles shall remain in full force and effect.

ARTICLE 13 **OVERTIME**

- 13.01
 - (a) Overtime for Regular full-time Employees scheduled to work seven point five (7.5) hours per day is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) work hours per day, and/or on scheduled days of rest.
 - (b) Overtime for Regular full-time Employees scheduled to work eight (8) hours per day is all time authorized by the Employer and worked by an Employee in excess of eight (8) work hours per day, and/or on scheduled days of rest.
 - (c) Overtime for Regular Part-time Employees scheduled to work up to seven point five (7.5) hours per day, is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours per day and seventy-five (75) hours in each consecutive and non-inclusive fourteen calendar day period averaged over the shift cycle.
 - (d) Overtime for Regular Part-time Employees scheduled to work up to eight (8) hours per day, is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day and eighty (80) in each consecutive and non-inclusive fourteen calendar day period averaged over the shift cycle.
 - (e) Casual Employees shall receive overtime compensation for all authorized hours worked in excess of seven point five (7.5) or eight (8) hours per day, or thirty-seven point five (37.5) or forty (40) hours per week averaged over each consecutive and non-inclusive fourteen (14) calendar day period.
 - (f) An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2nd) shift at no cost.
- 13.02 The Employer shall designate an individual at the site who may authorize overtime. The Employer will not unreasonably deny overtime after the fact where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.03 The Employer shall determine when overtime is necessary and for what period of time it is required.

- 13.04 All authorized overtime worked in excess of and in conjunction with seven point five (7.5) or eight (8) hours per day as applicable, shall be paid at the rate of one and one-half times (1.5 x) the basic rate of pay for the first two (2) overtime hours worked and two times (2 x) for all hours beyond the first two (2) overtime hours worked.
- 13.05 Employees may be given time off in lieu of overtime worked, to be taken in conjunction with his/her annual vacation by mutual agreement or such other period as agreed to between the Employer and Employee. Lieu time banked shall not exceed forty (40) hours at any given time. Time off in lieu of overtime not taken by the last pay period end date in December in any given year shall be paid out unless otherwise mutually agreed.
- 13.06 Time off in lieu of overtime shall be equivalent of the actual time worked adjusted by the applicable overtime rate.

ARTICLE 14
SALARIES

- 14.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Wage rates are effective on the dates specified in the Salary Schedule.
- 14.03 Employees shall be paid monthly by Electronic Bank Transfer to the Employee's personal account, with a mid month advance for Regular and Temporary Employees deposited on the 15th of each month. Paydays shall be on the day before the last banking day of the month in accordance with the Employer's established practice. At the Employer's discretion, an Employee may be permitted to opt out of the mid-month advance payment. In the event of changes to the payroll system, the Employer will provide at least thirty (30) calendar days notice of such change to affected employees.
- 14.04 Subject to any other terms of this collective agreement providing for the withholding or delaying in granting an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following;
- (a) Regular Full-Time, Regular Part-time, Temporary and Casual Employees working seven point five (7.5) hour shifts shall be entitled to advance to the next higher Basic Rate of Pay upon the completion of each one-thousand nine hundred, fifty seven point five (1957.5) paid hours at each pay step, exclusive of overtime.
 - (b) Regular Full-Time, Regular Part-time, Temporary and Casual Employees working eight (8) hour shifts shall be entitled to advance to the next higher Basic Rate of Pay upon the completion of each two-thousand, eighty-eight (2,088) paid hours at each pay step, exclusive of overtime.
 - (b) Subject to the capability of the payroll system, all hours accrued by an Employee shall be recorded on the monthly pay statement.
- 14.05 Employees who work hours or shifts in different classifications shall be paid at the appropriate rate of pay for all hours worked in each classification.

- 14.06 When an Employee applies and is accepted into a new classification their rate of pay shall be adjusted as follows:
- (a) When transferring to a classification with a higher end rate of pay, the Employee's rate of pay shall be adjusted to the first step in the wage scale for the new classification. Where the first step in the wage scale of the new classification is lower than the Employee's current rate of pay, the Employee shall be placed on the pay step that is closest to, but not less than, their current rate of pay.
 - (b) When transferring to a classification with a lower end rate of pay, the Employee shall be placed on the pay step that is closest to their current rate of pay.
 - (c) Employees who are transferred to a different classification in accordance with (a) or (b) above shall have their rate of pay increased based on accumulated hours from the date of transfer into the new classification.
- 14.07 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors providing such corrective action is taken within twelve (12) months of the overpayment. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

ARTICLE 15

SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

15.01 **Shift Differential**

A shift premium of one dollar fifty (\$1.50) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 1500 hours and 2300-hours.

Effective January 1, 2020, the shift premium rate will increase to one dollar seventy-five (\$1.75) per hour.

Effective January 1, 2021, the shift premium rate will increase to two dollars (\$2.00) per hour.

15.02 A shift premium of one dollar seventy-five (\$1.75) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 2300 hours and 0700 hours.

Effective January 1, 2020, the shift premium rate will increase to two dollars (\$2.00) per hour.

Effective January 1, 2021, the shift premium rate will increase to two dollars (\$2.25) per hour.

15.03 Weekend Premium

A weekend premium of one dollar seventy-five (\$1. 75) per hour will be paid to an employee who works a weekend. For the purpose of this article, a weekend is defined as a 48-hour period beginning at 0600 hours on Saturday and ending at 0600 hours on Monday.

Effective January 1, 2020, the shift premium rate will increase to two dollars (\$2.00) per hour.

Effective January 1, 2021, the shift premium rate will increase to two dollars (\$2.25) per hour.

ARTICLE 16
TRAVEL AND SUBSISTENCE

16.01 When assigned duties necessitating the use of the Employee's private automobile, an Employee shall be reimbursed at the Government of Alberta rates per kilometer.

Time spent traveling to an Employee's home site at the start of the day, or returning from the Employee's home site at the end of the day is on the Employee's own time and unpaid.

When the Employee is required by Management to report to a site at the start of their day, or to end their work day at a site other than their home site, the travel is on the Employee's own time. The Employee will be paid kilometrage for the travel in excess of the difference between travel from their home site to their residence and their assigned site to their residence.

16.02 Employees who are required to use their personal vehicles for employer business, and to maintain business use insurance as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee of the cost of business use insurance coverage, less the cost of personal use insurance coverage, to a maximum of five hundred dollars (\$500) per annum.

16.03 Subsistence approved by the Employer will be paid in accordance with the Employer's policy.

ARTICLE 17
CALL-BACK MAINTENANCE ONLY

17.01 A Maintenance Employee who is called back and returns to work outside of their regular scheduled hours or on a Named Holiday shall be paid either:

- (a) the overtime rate as specified in Article 13 for all hours worked; or
 - (b) three (3) hours at the Basic Rate of Pay,
- whichever is greater

17.02 A Maintenance Employee who is called back to work pursuant to this Article shall be reimbursed for kilometrage from their residence to their work site and return in accordance with Employer policy.

- 17.03 Employees may be given time off in lieu of call back pay outlined in clause 17.01, to be taken in conjunction with their annual vacation by mutual agreement or such other period as agreed between the Employer and Employee.

ARTICLE 18
RESIGNATION

- 18.01 An Employee shall provide to the Employer where possible twenty-eight (28) calendar days' notice, in writing and shall, in any case, provide the Employer with fourteen (14) calendar days' notice, in writing, of their desire to resign from their employment.
- 18.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled. Payment will be paid on the regular payday for the final day of work.

ARTICLE 19
NAMED HOLIDAYS

- 19.01 (a) The following Named Holidays will be observed as Statutory Holidays:
- | | |
|--|----------------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day (super stat) |
| Canada Day | Boxing Day |
| Heritage Day (August Civic) (super stat) | |
- And all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

19.02 **Qualifying for Named Holiday Pay**

To qualify for a Named Holiday with pay, the Employee must:

- (a) Have been employed with the Employer for thirty (30) days during the preceding twelve (12) months;
- (b) Work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons acceptable to the Employer; and
- (c) Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.
- 19.03 Employees on layoff status, maternity leave, parental/adoption leave, Workers' Compensation or long-term disability on the date of the recognized holiday are not entitled to Named Holiday Pay.

19.04 **Full-Time Employees**

Subject to Article 19.02 the following will occur:

(a) Named Holiday Pay

An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1½ x) their Basic Rate of Pay, plus an alternate day off with pay at a mutually agreed time, or in absence of mutual agreement, the Employee shall receive payment for such day at their Basic Rate of Pay.

Employees obliged to work on August Civic holiday and/or Christmas day shall be paid for all hours worked at two (2) times the Basic Rate of Pay, plus an alternate day off with pay at a mutually agreed time.

(b) Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or upon mutual agreement, an alternate day off, or in absence of mutual agreement, the Employee shall receive payment for such date at their Basic Rate of Pay.

(c) Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee, upon mutual agreement, shall receive an alternate day off or in absence of mutual agreement, the Employee shall receive payment for such date at their Basic Rate of Pay.

(c) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay; or

(d) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2nd) shift at no cost.

19.05 Part-Time, Temporary and Casual Employees

Subject to Article 19.02 the following will occur:

(a) On each pay cheque, Part-Time, Temporary, and Casual Employees shall be paid, in addition to their earnings, five percent (5%) of their earnings in lieu of Named Holiday benefits.

(b) Part-Time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1½ x) their Basic Rate of Pay for all hours worked on the Named Holiday.

(c) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay; or

(d) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

ARTICLE 20
VACATION

- 20.01 Annual vacation shall be arranged by the Manager in such a manner as best suits the operation of the Lamont County Housing Foundation and must be spread over a sufficiently long period as to prevent too much overlapping.
- 20.02 Vacations are not cumulative and must be taken within the year in which they are due, except with special permission of the Employer.
- 20.03 Vacation requests during July and August shall be limited to a maximum of 4 calendar weeks and must be taken in no more than two blocks provided that a block must be at least one calendar week. Vacation during the month of December will only be granted if this does not pose a problem for the employer.
- 20.04 For vacation entitlement, the anniversary date shall be used.
- 20.05 Vacation shall not accrue during the following:
- (a) Periods of absences greater than 30 days
 - (b) When an Employee is in receipt of WCB benefits
 - (c) Any unpaid leave of absence.
- 20.06 **Regular Full-Time Employees**
- Vacation will be awarded as follows:
- (a) Period of one (1) to (3) years of full-time employment - three (3) weeks per year.
 - (b) Period of four (4) years to ten (10) years of full-time employment –four (4) weeks per year.
 - (c) Period of eleven (11) to twenty (20) years of full-time employment –five (5) weeks per year.
 - (d) Period of twenty-one (21) to twenty-five years or more of full-time employment –six (6) weeks per year.
- 20.07 **Regular Part-Time and Temporary Employees**
- (a) Part-time and Temporary Employees shall be paid vacation pay in accordance with the following schedule:
 - (i) up to three (3) years service - 6% of basic salary
 - (ii) Period of four (4) to ten (10) years of service - 8% of basic salary
 - (iii) Period of eleven (11) to twenty (20) years of service - 10% of basic salary
 - (iv) Period of twenty- one (21) to twenty-five (25) years of service - 12% of basic salary.
- 20.08 **Casual Employee**
- Vacation pay will be paid to casual Employees at the rate of 6% of salary.

20.09

Approvals of Vacation

All vacation time shall be subject to operational requirements.

- (a) The Employer shall make available the vacation schedule planner for each classification from January 1st to March 31st of each year.
- (b) The Employee shall choose their first ten (10) days of vacation time prior to March 31st.
- (c) Where an Employee submits their vacation preference by March 31st of that year, approval shall be granted in writing by April 30th of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (d) Where an Employee requests vacation after March 31st, the Employer may approve vacation as long as it does not interfere with the vacation of other Employees who have chosen their time prior to March 31st.
- (e) Where an Employee has not chosen their vacation times by October 30th of any given vacation year, the Employer and Employee shall meet to determine when the Employee shall take their outstanding vacation.
- (f) Employees must use accrued vacation in the year following the accrual.

20.10

Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

20.11

Vacation upon Termination

An Employee who terminates their service or who is terminated shall receive their remaining vacation pay earned but not paid.

ARTICLE 21
EMPLOYEE BENEFITS PLAN

21.01

The Employer shall facilitate the procurement of insurance protection for Regular full-time and Regular Part-time Employees who are regularly scheduled to work an average of at least 16 hours per week by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued:

- (a) A Group Insurance Plan providing coverage for
 - (i) Life Insurance (2 x Annual Salary)
 - (ii) Accidental Death & Dismemberment (2 x Annual Salary)
 - (iii) Dependent Life Insurance (\$25,000 Spouse, \$20,000. Child)
- (b) Supplementary Health Care Benefit Plan which shall provide eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.

- (c) Dental Plan or equivalent, which plan, provides for at least eighty percent (80%) eligible basic services, fifty percent (50%) of eligible orthodontic services.

A maximum annual reimbursement of fifteen hundred dollars (\$1500.00) per insured person per benefit year shall apply to Extensive Dental Services.

Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1500.00) for insured person.

- (d) The premium costs shall be shared on the basis of sixty percent (60%) by the Employer and forty percent (40%) by the Employee
- (e) The Employer shall make available to eligible Employees, brochures outlining the terms/conditions for the above plans.
- (f) When an Employee is on an approved sick leave with pay or is receiving Workers' Compensation benefits, the Employer shall continue to share the cost of premium for Supplementary Health Benefit, Death and Group Insurance benefit plans with the Employee, for a maximum period of twenty-four (24) months. Employees will be required to pre-pay their portion of the benefit plans by the 1st day of each month.
- (g) The cost sharing of premiums for Supplementary Health, Dental and Group Insurance plans will be discontinued if an Employee fails to provide his/her portion of the premium for such benefits to the Employer in a timely manner.
- (h) Critical illness coverage shall be made available to all Employees on a voluntary basis only with the proviso that Employees take responsibility for the full cost of the required premium.

21.02 In the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans.

21.03 Flexible Spending Account

- (a) The Employer shall implement a Flexible Spending Account for all Employees eligible for benefits in accordance with Article 21.
- (b) A sum of three hundred dollars (\$300.00) shall be allocated by the Employer to the Flexible Spending Account for each Full Time Employee effective January 1st, 2019.

Part Time Employees shall be pro-rated based on their FTE at January 1, 2019.

- (c) The Flexible Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of the implementation and during the course of operation of the Flexible Spending Account.

ARTICLE 22
SICK LEAVE

- 22.01 Sick leave is defined as a form of insurance against illness, quarantine by a medical officer of Alberta Health, or an accident that is not payable under the *Workers Compensation Act*.
- 22.02 (a) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.
- 22.03 (a) Sick leave credits for Employees shall be earned and computed at the rate of one and one half (1 1/2) working day for each full month of employment up to a maximum credit of 75 days.
- (b) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits, in accordance with Article 22.02 (a) above.
- (c) For the purpose of computing sick leave credits under Article 22.02 (a), the following shall be counted as working days:
- (i) days of work;
- (ii) days on which the Employee is on vacation;
- (iii) days on which the Employee is on leave of absence with pay from the Employer at the Employee's basic rate of pay.
- (d) An Employee shall earn sick leave credits upon date of employment; however, an Employee must complete the probationary period before the Employee shall be allowed to apply sick leave credits.
- (e) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer.
- (f) For Part-time Employees, the sick leave credits under Article 22.02 (a) shall be pro-rated in accordance with their normal hours of work.
- (g) Employees cannot use sick leave credits for any purpose other than when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*, subject to Article 23 Workers' Compensation.

- 22.04 Employees reporting sick shall do so as soon as possible to the Employer but in any event at least two (2) hours prior to the commencement of the shift in order that a replacement may be arranged for, or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time, which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
- 22.05 Subject to Article 22.01, 22.02 and 22.03 above, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 22.06 An Employee may be eligible for sickness benefits through Employment Insurance. If an Employee is absent due to illness, upon request the Employer shall provide a Record of Employment (ROE) and the Employee may apply for sickness benefits through Employment Insurance.
- 22.07 From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment.
- 22.08
- (a) No sick leave shall be granted for any illness, which is incurred once an Employee commences their vacation; in this event, the Employee will only receive vacation pay.
 - (b) Sick leave shall be granted if an Employee becomes ill during their vacation period as stated in Article 22.07 (a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation.
 - (c) Notwithstanding the provisions of Article 22.08 (a) and (b), should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided the Employee notifies their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

"Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of a bona fide illness or injury occurring during their vacation period.
- 22.09 The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with seven (7) days' written notice of readiness to return to work and:

- (a) If the Employee is capable of performing the full duties of their former position the Employee shall be reinstated by the Employer in the same position which they held immediately prior to their leave at not less than the same increment in the wage schedule and other benefits that accrued to the Employee prior to their leave;
- (b) If the Employee is incapable of performing the full duties of their former position, when operationally possible, the Employer will place the Employee in an available position that they have the qualifications, education, experience, training, skill, and ability acceptable to the Employer to perform. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) If, after a reasonable effort having been made pursuant to Article 22.09 (b) above, alternate employment is not available, it may be deemed that the employment relationship has ended, provided that such action is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

- 22.10 At the expiration of either the last day of paid sick leave, or twenty-four (24) months from the first day of critical illness entitlement, an Employee who is not capable of returning to work shall be considered to have terminated their employment relationship with the Employer.
- 22.11 Upon termination of employment all sick leave credits shall be cancelled.
- 22.12 Temporary and Casual Employees are not eligible for sick leave credits.
- 22.13 Upon the Employer's request, a physician's statement may be required, in a form acceptable to the Employer, for any absence from work by an Employee verifying the reasons for the absence, as well as a prognosis as to the Employee's return date, and limitations and restrictions.

ARTICLE 23

WORKERS' COMPENSATION

- 23.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 23.02 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer, and who qualifies for benefits in accordance with the *Workers' Compensation Act*, will receive benefits directly from the Workers' Compensation Board.
- 23.03 Employees will be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for WCB. Sick leave benefits will be payable provided:
- (a) the Employee has sick leave available; and
 - (b) the Employee meets the eligibility requirements for sick leave; and

- (c) the Employee assigns their WCB benefits to the Employer on to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.

After the money for sick leave has been recovered from the assigned WCB benefits the Employer will then reinstate the Employee's sick leave credits to the appropriate level and, the Employee shall receive their benefits directly from the Workers' Compensation Board.

- 23.04 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave or vacation entitlement during the period of absence.
- 23.05 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 23.06 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board as fit to return to work and who is capable of performing the full duties of their former position, shall provide the Employer with fourteen (14) calendar days' written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.
- 23.07 The Employee shall keep the Employer informed of the progress of their condition on an ongoing basis

ARTICLE 24 **LEAVES OF ABSENCE**

- 24.01 General leaves of absence and provisions:
 - (a) The Employer, at its sole discretion, may grant a leave of absence to an Employee without pay, benefits and without loss of seniority for good and sufficient cause.
 - (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than four (4) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence may result in discipline up to and including dismissal, which shall be reported to the Union.
 - (c) All leaves of absence must be pre-approved by the CAO or designate.
 - (d) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. An Employee's seniority date will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.

- (e) Employees are not entitled to Named Holidays with pay during any leave of absence.
- (f) Subject to approval by the Insurer(s) and the Employer, Employees on a leave of absence may request that they maintain coverage of contributory plans specified in Article 21, provided that the Employee makes prior arrangements to pay full premium costs of both parties in a lump sum or on a monthly basis. Failure to pay the benefit premium will result in the Employee's benefit coverage being cancelled after the first missed payment.
- (g) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

24.02

Maternity Leave

- (a) Employees who have completed ninety (90) days of continuous employment with the Employer shall be eligible for:
 - (i) **Maternity Leave**
Upon providing at least four (4) weeks' advance written request indicating the anticipated start date, a leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of fifty-two (52) weeks.
 - (ii) Unless otherwise specified within this Agreement, all other matters pertaining to the maternity and parental leave shall be referenced against provincial legislation governing maternity and parental leave.
 - (iii) Maternity leave will become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested, provided that they commence maternity leave not later than the date of delivery.
 - (iv) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 24.02(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.
- (b) In the event that a pregnant Employee requires a leave of absence for medical reasons in the early stages of pregnancy the Employee may request further leave without pay and benefits as provided by the General Leave Article.

Parental/ Adoption Leave

An Employee who has completed ninety (90) days of continuous employment shall, upon written request providing at least two (2) weeks advance notice, be granted parental leave.

Parental leave may become effective on the date of delivery or arrival, or later as mutually agreed. The Employee should make every reasonable effort to keep the Employer informed as to the progress of adoption proceedings.

- (a) Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
 - (i) following the end of their sixteen (16) weeks maternity leave; or
 - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
 - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy eight (78) weeks from the birth of the child or date of adoption; or
 - (iv) upon one (1) days' notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (v) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.
 - (vi) An Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
 - (viii) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 26 (Layoff and Recall) will be applied.

- (c) An Employee on Maternity or Parental/Adoption Leave may maintain their benefits by paying the full cost of the premiums (Employee and Employer portion) while on leave. An Employee who wishes to maintain benefits under this article shall make arrangements with the Employer to pay full premium costs of both parties in a lump sum or on a monthly basis prior to commencing their Maternity, Parental or Adoption Leave. Failure to pay the benefit premium will result in the Employee's benefit coverage being cancelled after the first missed payment. The RRSP contributions will not be paid by the Employer on these leaves.
- (d) An Employee on Maternity or Parental/Adoption Leave must give the Employer at least four (4) weeks' written notice of the date on which the Employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the Employee is entitled to, or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.

If the Employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the Employee is entitled, the Employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances acceptable to the Employer.
- (e) On return from Maternity or Parental/Adoption Leave, the Employee will be placed in their former regularly scheduled position or an equivalent position at the same rate of pay and other benefits accrued to the Employee up to the date they commenced leave.
- (f) Seniority will continue to accrue during the approved Maternity, Parental or Adoption Leave.

24.04

Bereavement Leave

- (a) In the event of a death in the immediate family of a Full-time or Part-time Employee who has successfully completed their required probationary period, the Employer shall provide the following:
 - (i) Bereavement leave up to a maximum of five (5) consecutive working days within a seven (7) consecutive calendar day period, without loss of regular earnings upon the death of a spouse, common-law spouse, fiancé, legal guardian, child, parent, or spouse's parent, step-parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or grandchild.
 - (ii) If the Employee is required to travel in excess of three hundred (300) kilometers one (1) way to attend a funeral of a person referred to in paragraph (i) above, the Employee may request a maximum of an additional two (2) paid working days for said travel. Such time shall be granted at the sole discretion of the Employer.

- (b) At the sole discretion of the Employer, bereavement leave may be granted up to one (1) day without loss of regular earnings to attend the funeral of a relative not listed in paragraph (a)(i).
- (c) At the sole discretion of the Employer, bereavement leave may be granted up to three (3) hours without loss of regular earnings to attend the funeral of a close friend.

Any Employee taking leave under this Article may be required to provide proof of death in a form acceptable to the Employer.

24.05

Jury or Crown Witness Duty

- (a) The Employer will pay an Employee their normal hourly earnings for the day(s) spent serving Jury Duty, provided proof of a subpoena for Jury Duty or proof of Jury service has been given to the Employer, and the Employee remits to the Employer the cheque they received from the Court for participating in Jury Duty or Jury Service.
- (b) An Employee as a Witness in matters arising from their employment with the Employer will be paid their normal hourly earnings for time spent in Court, provided the Employee provides a copy of the Crown Subpoena to the Employer and the Employee remits to the Employer any remuneration they received for serving as a Witness.
- (c) The employee must contact the Employer on a regular basis as required by the Employer during their absence.
- (d) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (b) above, they shall be granted a leave of absence without pay or may utilize vacation or time off in lieu for such purposes.

24.06

Education Leave

- (a) The Employer may, upon written request by an Employee who has completed their probationary period, grant the Employee an unpaid leave of absence for the purpose of allowing an Employee to upgrade their education applicable to their classification.
- (b) The general provisions regarding leave absence in Article 24.01 apply to Education leaves of absence.

24.07

Special Leave

If an Employee who has completed their probationary period is unable to report to work as the result of illness of a spouse, common-law spouse, fiancé, legal guardian, child, step-child, parent, or step-parent requiring the Employee's personal attention, shall inform the Employer with as much advance notice as possible and they shall use either a vacation day, a day in lieu of a Named Holiday, or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed two (2) working days per year. The Employee may be required to submit proof of illness in a form acceptable to the Employer.

Time off for Union Business

Where it is necessary for a Union Member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave shall be with as much notice as possible and, except for cases with extenuating circumstances, a minimum of two (2) weeks notice shall be provided. The Employer shall not unreasonably withhold leave of absence for Time off for Union Business.

- (a) Time off from work without loss of regular earnings at the Basic Rate of Pay shall be provided on the following basis:
 - (i) the grievor and/or one (1) Union Steward for time spent in discussions with representatives of the Employer as outlined in Articles 28 and 29.
 - (ii) Local appointees not to exceed two (2) in number for time spent in Employee Management Advisory Committee meetings.
- (b) Provided that operational efficiency shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
 - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
 - (ii) to attend Conventions of the Alberta Union of Provincial Employees;
 - (iii) to attend special Union meetings;
 - (iv) members of the Union Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
 - (v) members elected as representatives of the Union to attend Seminars and Local Meetings; and
 - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) To facilitate the administration of Article 24.09(b), when leave to attend to Union Business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus actual cost of fringe benefits. Should the cost of their replacement be greater than the actual salary plus actual cost of fringe benefits, the Employer shall recover the greater amount.
- (d) When a leave of absence to attend Union business has been approved within a scheduled vacation period, the number of days paid with the scheduled vacation shall be considered as vacation days not taken and may be rescheduled at a later date.

- (e) If an Employee is elected as a member of the Union Executive (President, Secretary Treasure or Vice President) they shall be granted time off.
- (i) Notwithstanding Article 24.08, when an Employee is elected to serve as a full-time officer on the Union Executive, the Employee may request a secondment from the Employer to perform union duties for the period of their appointment. The application for secondment must be made in writing with as much advance notice as possible. Where the Employer agrees to the request, the Parties agree to negotiate the terms and conditions that will apply to the individual secondment arrangement.

24.09

Caregiver Leaves

- (a) Compassionate/Terminal Care Leave
 - (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the Employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
 - (ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*, including:
 - the Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former wards; parents, step-parents and/or current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step-siblings (and their partner/spouse); grandchildren, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); a person the Employee isn't related to but considers to be like a close relative; or,
 - family members of the Employee's spouse, common-law or adult interdependent partner: children (and their partner/spouse); current or former wards; parents, step-parents, foster parents; siblings, half-siblings, step-siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

The Employee may be eligible for the compassionate care benefit under Employment Insurance legislation.

- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 32.02, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:
 - for a period of up to thirty six (36) weeks to care for their critically ill child; or,
 - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the *Alberta Employment Standards Code* and regulations.
- (iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Alberta Employment Standards Code* and regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 24.09(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

24.10

Death or Disappearance of a Child Leave

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty two (52) weeks.

- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
 - (i) begins on the day on which the death or disappearance occurs, and
 - (ii) ends on the earliest of:
 - the length of the leave specified in Article 24.10 (a) or (b), or
 - in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
 - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
 - (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
 - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

24.11

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

24.12 **Citizenship Ceremony Leave**

An Employee who has completed ninety (90) days of employment is entitled to one (1) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).

24.13 **Military Leave**

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

24.14 **Clauses 24.04, 24.06, and 24.07 shall not apply to Temporary Employees.**

ARTICLE 25
TEMPORARY EMPLOYEES

25.01 **A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:**

- (a) **Article 10 – Seniority as outlined below**
 - (i) A Temporary Employee shall not have the right to seniority until they is in an established Full-Time or Part-Time position.
- (b) **Article 11 - Appointments and Vacancies**

During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:

 - (i) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01. In the event that such Employee is successful on a posting pursuant to Article 11.01, the Employer shall not be required to post any resulting vacancy.
 - (ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired or within three (3) months of the end of the expiry of the term for which the Employee was hired.
- (c) **Article 20 – Vacations, except as specifically outlined in the article.**
- (d) **Article 21 - Benefits**
- (e) **Article 22 - Sick Leave**
- (f) **Article 24 – Leaves of Absence, except as specifically outlined in the Article.**
- (g) **Article 26- Layoff and Recall**
- (h) **Article 28 - Discipline and Dismissal shall be amended as outlined below:**

- (i) A Temporary Employee shall not have the right to grieve the termination of the term position.
 - (ii) The Employer shall provide at least seven (7) calendar days' written notice of termination of their term position.
 - (iii) A regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement when no longer required in that capacity.
- (i) Article 31 – Registered Retirement Savings Plan.

ARTICLE 26
LAYOFF/ RECALL PROCEDURE

26.01 When, in the opinion of the Employer, it becomes necessary to eliminate positions due to a reduction of the workforce, the Employer will notify Employees in writing who are to be laid off at least twenty-eight (28) calendar days prior to the date of the layoff. No notice is required where layoff results from emergency conditions or circumstances including fire, flood, or natural disaster.

26.02 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet at least fourteen (14) calendar days prior to Employees receiving notification of the layoff. The consultation process will not be unreasonably delayed as a result of the unavailability of the union representative. The purpose of this meeting shall be:

- (a) To discuss the parameters of the layoff and review the current seniority list;
- (b) To discuss the process by which Employees will receive written notification (e.g. individual meetings, timeframes);
- (c) To review written notification documents to ensure content accurately discloses process and options available to affected Employees;
- (d) To discuss the process to be followed for Employees on approved leaves of absence, WCB benefits, and other leaves;
- (e) To discuss other relevant factors the parties agree upon.

26.03 In determining the order of layoff, the Employer shall lay off Employees by classification in reverse order of seniority provided that the remaining Employees have the qualifications, education, experience, training, skills, and other relevant attributes satisfactory to the Employer to perform the available work satisfactorily.

At the time of providing written notice of reduction to affected Employee(s), the Employer shall:

- (a) Provide an affected Employee with the seniority list set out in Article 10.07; and

- (b) Schedule a consultation meeting between the affected Employee, the Employer, and the Union, at which time the Employer shall advise the Employee of their retention options according to this Article, provided the Employee has the qualifications, education, experience, training, skills, and other relevant attributes satisfactory to the Employer to perform the work required in the retention options.

The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

- 26.04 The operation of this Article, including revision to shift schedules caused by a reduction shall not constitute a violation of the terms of this Collective Agreement.
- 26.05 No new Full-Time or Part-time Employees will be hired in the affected classification while there are other Employees in that classification on layoff as long as laid off Employees have the qualifications, skills, and ability to perform the work required and are available to do so.
- 26.06 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.
- There shall be no cost to the Employer for RRSP while the Employee is on lay-off.
- 26.07 Other than the continuance of certain benefits as may be arranged under Article 26.06 and the retention of seniority under Article 10 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 26.08 and 26.09.
- 26.08 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 26.09 When recalling Employees on lay-off, recalls shall be carried out in order of seniority, provided the Employee being recalled has the qualifications, skills, and abilities to perform the required work satisfactorily.
- The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed, but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 26.10 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of six (6) months from the date of layoff, whichever first occurs.
- 26.11 This Article shall have no application to Casual and Temporary Employees.

ARTICLE 27
PERFORMANCE APPRAISALS

- 27.01 Upon hire Employees will be provided with an up-to-date copy of their job description.
- 27.02 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 27.03 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the performance appraisal, and shall have the right to respond in writing within seven (7) days of the interview and that reply shall be placed in the Employee's personnel file.
- 27.04 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file at the administration office each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay to the Employer a reasonable fee, established by the Employer. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.
- 27.05 An Employee's performance appraisal shall not be released by the Employer to any person except to the Employee, a Board of Arbitration, Legal Counsel or as required by law, without the written consent of the Employee.

ARTICLE 28
DISCIPLINE AND DISMISSAL

- 28.01 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days (excluding Saturday, Sundays and Named Holidays) of the discipline. An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the Parties.

- 28.02 Except for Probationary Employees, no Employee shall be dismissed without just cause, however, the Employer may immediately suspend or dismiss an Employee where warranted.
- 28.03 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 28.04 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to an Employee. A copy of the written warning shall be placed on the Employee's personnel file.
- 28.05 The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to Union representation a disciplinary meeting with the Employer.
- 28.06 When disciplinary action is taken against an Employee, the Employee shall be informed in writing as to the reason(s) for such action.
- 28.07 An Employee who has been subject to disciplinary action pursuant to Article 28, after eighteen (18) months of continuous employment exclusive of unpaid leaves of absence from the date of the disciplinary action, that their personnel file be deemed cleared of the record of the disciplinary action, provided the Employee's personnel file does not contain any further record of disciplinary action during the time period.
- 28.08 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 28.09 An Employee who is absent for work for three (3) consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have vacated their position except where the Employee subsequently provides reason acceptable to the Employer:
- 28.10 Once a year, or if the Employee has commenced grievance proceedings under Article 29, the Employee may:
- (a) Upon not less than three (3) working days' notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their personnel file and shall on request be provided with copies of materials contained in the personnel file.
 - (b) Where an Employee has requested copies of any document in their personnel file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.

ARTICLE 29
GRIEVANCE PROCEDURE

29.01 **Grievance Definitions**

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

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated as outlined in Article 29.05 of the grievance procedure except in cases of suspension or dismissal which will commence as outlined in Article 29.06 at Step 1; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1 and processed from there in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance.

If the policy grievance is a Union grievance, it shall commence at Step 2 and proceed according to the provisions of Article 29.

If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

- (d) Notwithstanding Article 29.01 (a), (b) and (c), and Article 29.05 and 29.06 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process.

29.02 **Authorized Representative**

An Employee may be assisted and represented by a Union Steward or Union Staff Representative when presenting a grievance.

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting their position as provided in this Article. However, no representative shall leave their work without obtaining consent from the Employer, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of regular earnings for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises.

29.03

Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the AUPE Membership Services Officer (MSO).
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Chief Administrative Officer or his designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day.

29.04

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 19.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance shall be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step 1.

29.05

Initial Problem-Solving Stage

Every effort should be made to resolve problems at the local level prior to written 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. If the dispute is not resolved satisfactorily, it may then be advanced to formal dispute resolution at Step 1.

29.06

Formal Dispute Resolution

Step 1

A grievance shall be submitted, in writing, to the Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence causing the grievance or within ten (10) days of the time when the Employee first became aware of, or reasonably should have become aware that a grievance had allegedly occurred. The Manager or designate shall meet with the grievor and Union Steward or Union Staff Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 2

If the grievance is not resolved under Step 1, the Union may, within ten (10) days of the receipt of the written decision of the Manager or designate, submit the grievance in writing to the Chief Administrative Officer or designate, specifying the nature of the grievance and the redress sought. The Chief Administrative Officer or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have representative of the Union present during the meeting. The Chief Administrative Officer or designate shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either party may decide to proceed to Arbitration or by mutual agreement to Mediation.

29.07

Optional Mediation

A grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

29.08

Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 2 or completion of the Mediation process, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

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

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (a) Inform the other Party of the name of its appointee to an Arbitration Board; or
- (b) Arrange to meet with the other Party in an effort to select a single arbitrator.

Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

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

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

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.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY

- 30.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer will require that Employees utilize safety equipment and devices as required by the Occupational Health and Safety Code. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 30.02 The Employer shall establish a Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other employee groups. Where practical, the Union shall have two (2) representatives sit on the Committee(s). This Committee shall meet at least once a month.

- 30.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- 30.04 The basic rate of pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.
- 30.05 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee(s) access to the workplace to conduct safety inspections.
- 30.06 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.
- 30.07 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 30.08
- (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the committee. The Committee shall meet within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of receiving a written issue regarding occupational health and safety.
 - (b) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Administrative Officer (CAO), or designate(s) with accountability for Workplace Health & Safety. A resolution meeting between the Union and the Chief Administrative Officer (CAO) or designate(s), shall take place within twenty one (21) calendar days of the issue being referred to the Chief Administrative Officer (CAO). The Chief Administrative Officer (CAO) or designate(s) shall reply in writing to the Union within seven (7) days (excluding Saturdays, Sundays and Named Holidays).
 - (c) Should the issue remain unresolved following the CAO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within twenty eight (28) calendar days of the presentation by the Union.
- 30.09 The Employer shall have in place a Workplace Violence Prevention and Response policy (that includes harassment and bullying), and working alone policies and procedures to support a working alone safety plan which adheres to the Occupational Health and Safety legislation.
- 30.10 The Employer shall have a process in place to protect the Employees in situations that could impact the safety of the Employees in the workplace such as: isolation/ contagious disease communication and notification of violent patient/ resident.

- 30.11 Employer policies, plans and procedures related to Occupational Health & Safety shall be reviewed annually by the Committee.
- 30.12 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.
- 30.13 (a) OHS education, training and instruction shall be provided to Employees, at the basic rate of pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act*, Regulation or Code.
- (b) The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the Employee's basic rate of pay.

ARTICLE 31
RRSP GROUP PLANS

- 31.01 The Employer shall implement an RRSP Group plan for all eligible Employees.
- 31.02 The RRSP Group Plan Participation – Criteria For Participation will include:
- (a) Staff Eligibility: All Regular Full-time Staff and Regular Part-time Staff regularly scheduled to work 16 hours or more per week averaged over the shift cycle (excludes Casual Staff and those Staff working less than 16 hours per week).
- (b) Participation: Plan participation is voluntary.
- (c) Contribution: Eligible Employees who qualify for participation in an RRS Plan, the Employer will contribute a matching contribution to a maximum of 5% of the gross salary.
- (d) Plan Withdrawal: Employees may withdraw at any time from the Plan with the following provisos:
- (i) Both the Employee and Employer contributions can be withdrawn.
- (ii) Rules governing Plan withdrawals and taxation shall apply as per Legislation.
- (iii) Employees shall not be permitted to opt into the Plan at some future date, once a decision has been taken to withdraw contributions.
- 31.03 Notwithstanding the afore noted, if an Employee suspends contribution into the plan because of a change in employment status (i.e. FT/PT to Casual or a change in schedule which allows for less than 16 hours per week on average), this Employee will be allowed re-entry into the RRS Plan at a future date on the proviso that he/she meets the criteria for participation.

ARTICLE 32
UNIFORMS

- 32.01 The Parties agree that the Employees shall maintain a professional image at the work site by adhering to the Employer Dress Code and Personal Appearance Policy

ARTICLE 33
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

33.01

The Parties hereby agree as follows:

- (a) The Parties to this Collective Agreement agree to the desirability of an Employee-Management Advisory Committee (EMAC) or the equivalent for promoting harmonious relationships between the Employees, the Union and the Employer. A request by either Party to establish a Site committee shall not be unreasonably denied.
- (b) It is recognized that the purpose of the EMAC is to promote joint problem solving and deal with matters of mutual concern which may arise from time to time. Items for discussion may include but shall not be limited to:
 - (i) Gender-Based Wage Equity issues;
 - (ii) Scheduling issues;
 - (iii) Organizational changes;
 - (iv) Workload
- (c) EMAC shall not have jurisdiction over any matter contained in the Collective Agreement including its administration or negotiations. EMAC will not supercede the activities of any committee of the Employer.
- (d) The Union shall provide the names of up to two (2) representatives and the Employer shall provide the names of up to two (2) representatives to sit on the Employee-Management Advisory Committee.
- (e) An Employee shall be paid their Basic Rate of Pay, inclusive of travel time, if applicable, for attendance at these committee meetings. An Employee when not scheduled to work shall be paid at the basic hourly rate of pay for a minimum of two (2) hours or the length of the meeting whichever is greater.
- (f) An Employee shall, where applicable, be entitled to claim travel expenses in accordance with Article 16: Transportation.
- (g) Unless otherwise mutually agreed, the Committee shall meet on a monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-Chair and chairing of the meetings will alternate between the Co-Chairs.

SALARY SCHEDULE

Classification	Effective Date	Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Activity Coordinator (Certified)	Current		\$20.37	\$21.53	\$22.33	\$23.20	\$24.60
	January 1, 2019	2%	\$20.78	\$21.96	\$22.78	\$23.66	\$25.09
	January 1, 2020	2%	\$21.19	\$22.40	\$23.23	\$24.14	\$25.59
	January 1, 2021	2%	\$21.62	\$22.85	\$23.70	\$24.62	\$26.11
Activity Coordinator (Uncertified)	Current		\$17.22	\$17.87	\$18.31	\$18.82	\$20.59
	January 1, 2019	2%	\$17.56	\$18.23	\$18.68	\$19.20	\$21.00
	January 1, 2020	2%	\$17.92	\$18.59	\$19.05	\$19.58	\$21.42
	January 1, 2021	2%	\$18.27	\$18.96	\$19.43	\$19.97	\$21.85
Cook	Current		\$19.23	\$19.61	\$19.91	\$20.36	
	January 1, 2019	2%	\$19.61	\$20.00	\$20.31	\$20.77	
	January 1, 2020	2%	\$20.01	\$20.40	\$20.71	\$21.18	
	January 1, 2021	2%	\$20.41	\$20.81	\$21.13	\$21.61	
Cook (Certificate)	Current		\$21.36				
	January 1, 2019	2%	\$21.79				
	January 1, 2020	2%	\$22.22				
	January 1, 2021	2%	\$22.67				
Kitchen / Housekeeping (GSW)	Current		\$16.99	\$17.28	\$17.61	\$18.09	
	January 1, 2019	2%	\$17.33	\$17.63	\$17.96	\$18.45	
	January 1, 2020	2%	\$17.68	\$17.98	\$18.32	\$18.82	
	January 1, 2021	2%	\$18.03	\$18.34	\$18.69	\$19.20	
Maintenance	Current		\$22.31	\$23.38	\$24.89	\$26.17	
	January 1, 2019	2%	\$22.76	\$23.85	\$25.39	\$26.69	
	January 1, 2020	2%	\$23.21	\$24.32	\$25.90	\$27.23	
	January 1, 2021	2%	\$23.68	\$24.81	\$26.41	\$27.77	
Receptionist/ Admin	Current		\$19.97	\$22.05			
	January 1, 2019	2%	\$20.37	\$22.49			
	January 1, 2020	2%	\$20.78	\$22.94			
	January 1, 2021	2%	\$21.19	\$23.40			
Student	Current		\$15.00				
	January 1, 2019	2%	\$15.30				
	January 1, 2020	2%	\$15.61				
	January 1, 2021	2%	\$15.92				

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

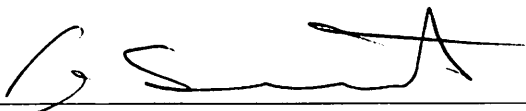
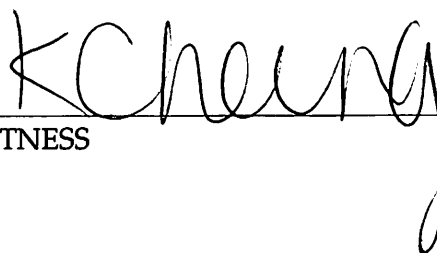
Signed this 27th day of February, 2019.

ON BEHALF OF LAMONT COUNTY
HOUSING FOUNDATION


_____

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES


_____

WITNESS

LETTER OF UNDERSTANDING #1

between

LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: Activity Convenor Flexible Hours of Work

This position requires flexibility in hours of work to provide support to resident programs, which may include activities such as resident outings and special events that may be scheduled outside of regular working hours.

- 1) Flexible hours may be established by mutual agreement between the Employee and Employer.
- 2) Regular hours of work shall not exceed forty (40) hours per week averaged over an Employee's shift rotation. Any hours worked in excess of eighty (80) hours in a fourteen calendar day period shall be compensated in accordance with Article 13 – Overtime.



On behalf of the Employer

March 14th, 2019

Date



On behalf of the Union

Feb 27th, 2019

Date

LETTER OF UNDERSTANDING #2

between

LAMONT COUNTY HOUSING FOUNDATION

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047/026)

Re: Christmas/ New Year's Day Schedule Adjustments

Prior to November 1 of each, the Employer and the Union will meet to devise a system that will schedule Full-time and Part-time Employees, to provide them with either Christmas or New Year's Day off, unless otherwise requested or subject to operational requirements. Every reasonable effort shall be made to rotate between affected staff the requirement to work Christmas or New Years from year to year.



On behalf of the Employer

March 14th, 2019

Date



On behalf of the Union

Feb 27th, 2019

Date

LETTER OF UNDERSTANDING #3

between

LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: Red-Circled Employees

Employees whose rates of pay are currently red-circled as of December 31, 2018 shall not be eligible for an increase on January 1, 2019 as provided in this Collective Agreement, until such time that the maximum rate of pay is surpassed due to negotiated increases to their Basic Rate of Pay.



On behalf of the Employer

March 14th, 2019
Date



On behalf of the Union

Feb 27th, 2019
Date

LETTER OF UNDERSTANDING #4

between

LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: Voluntary Separation Allowance

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


1. During the term of this Letter of Understanding, the Separation Allowance (as outlined in paragraph 5 of this Agreement) is available to eligible Employees in lieu of the provisions of Article 26 (Layoff and Recall) of the Collective Agreement entered into by the Parties.
2. The Separation Allowance will be available for Full-time and Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election of the Separation Allowance.
3. Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen (14) calendar days of the receipt of a Notice of Layoff.
4. In addition to paragraphs 1 and 2, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may but will not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational requirements as determined by the Employer, whose decision is final and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under this paragraph, are required to resign at a time acceptable to the Employer.
5. The Separation Allowance for Full-time Employees under this letter shall be calculated at two (2) weeks pay per years of service to a maximum allowance of twenty (20) weeks pay. Part-time Employees will be eligible to receive a Separation Allowance on a pro rata basis in proportion to hours worked by a Full-time Employee in the same classification.



On behalf of the Employer

March 14th, 2019

Date



On behalf of the Union

Feb 27th, 2019

Date

LETTER OF UNDERSTANDING #5

between

LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: Workload Appeal Process

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, shifting priorities, and increasing demands.

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) days.

If an Employee has concern(s) regarding their ongoing workload, the Employee may initiate a workload appeal process as follows:

LEVEL 1

Ongoing workload concern(s) may be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

LEVEL 2

If the Employee is not satisfied with the outcome at Level 1, within seven (7) calendar days of the response at Level 1, the Employee shall submit the workload concern(s) in writing to the Chief Administrative Officer (or designate). The Chief Administrative Officer (or designate) shall make the final decision regarding the workload appeal, and convey the decision in writing, to the Employee within fourteen (14) calendar days of receipt of the workload concern(s).

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.

A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

Dispute Resolution:

- (a) The application of the processes of this Letter of Understanding is subject to Article 29: Grievance Procedure.

- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 29: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 1



On behalf of the Employer

March 14th, 2019

Date



On behalf of the Union

Feb 27th, 2019

Date

LETTER OF UNDERSTANDING #6

between


LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: Contracting Out


1. The Parties recognize the important contribution the Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and, at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
2. In the event of an adjustment, as outlined in 1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 26 Layoff and Recall.
3. The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
4. This letter of understanding does not prevent contracting out due to the performance of extra work required by the Employer, providing the performance of the aforementioned work does not reduce the hours of work of any regular Employee.



On behalf of the Employer

March 14th, 2019

Date



On behalf of the Union

Feb 27th, 2019

Date

LETTER OF UNDERSTANDING #7

between

LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: The Joint Employer – Union Exclusions Review

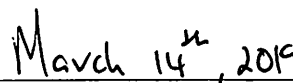
Whereas the Employer agrees to advise the Union Representative when creating a new position.

1. Future determination of inclusion/exclusion of an out-of-scope position(s) from the bargaining unit the Parties shall utilize criteria based upon jurisprudence related to the managerial and persons impacting the employment relationship exclusions identified by the Alberta Labour Relations Code.
2. The Employer agrees to share the following information:
 - (a) share the available position information with the Union, and
 - (b) review the position and make recommendations to their respective principals regarding the inclusion or exclusion of the position in the bargaining unit. Such review will be position-based not incumbent-based.
3. Where the Parties are unable to reach agreement regarding the inclusion/exclusion of a position from the bargaining unit, the Union retains the ability to apply to the Labour Relations Board for a determination.
4. This Letter of Understanding is not subject to Article 29: Grievance Procedure.


This Letter of Understanding shall remain in force and effect in accordance with Article 1



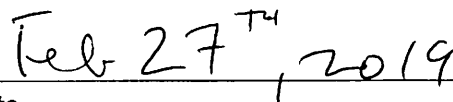
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #8

between

LAMONT COUNTY HOUSING FOUNDATION

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/026)**

Re: Ten (10) Hour Shift Schedule

The Parties agree to meet within 3 months of ratification of the tentative agreement to develop a ten (10) hour shift schedule.

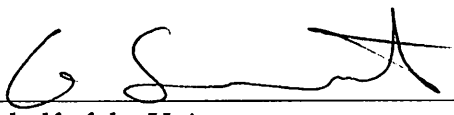
This Letter of Understanding will expire 2021



On behalf of the Employer

March 14th, 2019

Date



On behalf of the Union

Feb 27th, 2019

Date