CIVIDA NEGOTIATIONS

ATTACHED ARE ALL OUTSTANDING ARTICLES AND LOU'S AGREED TO BY THE PARTIES ON DECEMBER 5, 2022 WHICH FORMS THE TENTATIVE AGREEMENT.

ARTICLE 1
Interpretation

1.01 (a) "Code" means the Labour Relations Code of Alberta, as amended.

(b) "Anniversary Date", unless otherwise changed by the operation of the terms of this Agreement, means:

(i) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) day inclusive of any month, the first (1st) day of that calendar month, or

(ii) In the case of an Employee whose employment commenced between the sixteenth (16th) and the last day in any month, the first (1st) day of the following calendar month.

(c) "Employer" means the ~~Capital Region Housing Corporation~~ CIVIDA or other name taken pursuant to the *Alberta Housing Act*.

(d) "Employee" means any person employed in a job classification covered by this Agreement and whose service is designated as:

(i) "Regular Full-time", an Employee who occupies a permanently established full-time position.

(ii) "Regular Part-time", an Employee who occupies a permanently established part-time position and who normally works only part of the regular work day or less than the full number of work days in each week or month. Regular Part-time Employees shall receive all benefits of this Agreement on a pro-rata basis.

(iii) "Probationary Employee", an Employee who is serving a period of probation as defined in Article 16 of this Collective Agreement. Benefit entitlement shall be only as specified in the various Articles of this Collective Agreement.

(iv) "Temporary Employees", are persons engaged on a full-time or part-time basis for a period of employment of an uncertain duration. No Employee shall be kept on temporary status in excess of ~~six (6)~~ twelve (12) months. ~~The temporary status may be extended to a maximum of twelve (12) months. with the written approval of the Union. Such approval shall not be unreasonably denied~~.

In the case of maternity leave coverage, temporary status can

be extended up to eighteen (18) months without the written approval of the Union. Temporary Employees will not be covered by Articles 20, Position Abolishment, 19, Lay Off and Reemployment. Benefit entitlement shall be as specified in the various Articles of this Collective Agreement.

(e) "Work Day" means any day on which an Employee is normally expected to be at their place of employment.

(f) "Posting" includes electronic posting.

(g) "Common-law partner" means a person who has lived in the Employee's household for at least one (1) year and has been maintained and publicly represented by the Employee as their spouse for at least one (1) year.

(h) "Union Dues" are dues, fees, and other assessments levied by the Union, equally and concurrently on all Employees covered by this Agreement in amounts as the Union may determine from time to time.

(i) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee(s).

(j) "Dismiss" means to discharge an Employee for just cause. Dismiss does not apply to "Position Abolishment" as per Article 20 of this Agreement or "Lay-Off" as per Article 19 of this Agreement.

(k) "Employment Year" means the period of time from an Employee's anniversary date to their next anniversary date.

(l) "Day" means calendar day, unless otherwise stated.

CURRENT

ARTICLE 19
Layoff and Re-Employment

19.01 Layoff is defined as an indefinite separation from employment as a result of lack of work, with the intention of being returned at some future date.

19.02 Employees shall be laid off in reverse order of seniority within their classification.

19.03 The Employer shall notify Employees who are laid off, sixty (60) calendar days before the layoff is to be effective or payment shall be made, at the Employee's regular rate of pay, for each day that such notice is short of sixty (60) calendar days. Any layoff for longer than twelve (12) months shall be considered a cessation of employment and if the Employee had at least one (1) year of continuous employment with the Employer at the time of the layoff the Employee shall receive severance allowance equal to the allowance paid under Article 20.01 based on their service at time of lay-off.

19.04 Employees laid off shall be placed on a re-employment list for a period of twelve (12) months. The Employee shall be solely responsible for providing the Employer with their current email address.

19.05 When increasing the work force, recalls shall be carried out in order of seniority provided the Employee is qualified and able to perform the work of the available position. The Employer shall make reasonable effort to contact the Employee for recall purposes. The Employee so contacted will return to work as soon as possible, but not later than seven (7) calendar days following the date of contact. An Employee's name shall be removed from the recall list upon failure to advise the Employer of an address change.

19.06 Where operational requirements permit, an Employee will be allowed time off with pay, up to five (5) days, during the notice of layoff period to explore other job opportunities.

19.07 An Employee shall continue to accrue seniority while on layoff.

CURRENT

ARTICLE 20
Position Abolishment

20.01 The Employer agrees that if a position is to be abolished, the Employee affected shall be given no less than sixty (60) calendar days' written notice prior to the effective date of the abolition of the position. Pay shall be given for regularly scheduled working days in lieu of notice for that period by which the notice falls short of sixty (60) calendar days. Every effort will be made by the Employer to relocate the Employee in another position for which the Employee is qualified; failing this, an Employee with at least one (1) year of continuous employment with the Employer at the time their position is abolished, will be eligible to receive severance pay as follows:

Full Years of Continuous Employment	Severance Allowance Weeks of Pay at Regular Rate of Pay (No Benefits)
1	2
2	4
3	6
4	8
5	10
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13 plus	43

20.02 The severance pay provisions of 20.01 shall not apply if, during the notice period referred to in 20.01 an Employee has accepted alternative employment with the Employer pursuant to 20.01 bearing a comparable salary range to that of the abolished position.

20.03 Notwithstanding the foregoing provisions, the Employee may be terminated for just cause and shall not be entitled to notice or pay in lieu thereof but shall have recourse to the Grievance Procedure.

ARTICLE 21
Classification

21.01 Classification System

The Employer agrees to maintain a Classification System and provide the information to the Union along with any subsequent amendments annually. This system will include at the minimum:

(a) Job Descriptions

Shall include duties of position, classification allocation, classification title, and working title.

(b) Organizational Charts

Shall include position titles and classification allocation.

(c) Classification System

Shall include specific methodology and justification for classification ratings. The evaluation of the role may include a review of the job description, comparative analysis, as well as interviews with the employee, the employee's manager as needed in order to determine the appropriate classification.

21.02 Employees holding positions, which fall within the bargaining unit, will be provided with a job description, electronically, outlining their duties, and classification allocation on their first (1st) day of employment. An Employee can obtain a copy of their job description at any time via the intranet.

21.03 The Employer may establish new Bargaining Unit position descriptions or alter existing position description(s), and the terms and conditions of employment related thereto. The Employer shall provide written notice of any potential change(s) to the bargaining unit or to the terms and conditions of employment] to the Union Representative (Classification), and ~~Local~~ Chapter Chairperson. ~~and any potential change(s) to the bargaining unit or terms and conditions of employment.~~

21.04 New or Altered Position

When the duties of a classification are significantly altered or where a new classification is developed which may fall within the Bargaining Unit;

(a) The Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.

(b) The Union may contest the proposed rate of pay by sending written notice to the Employer.

(c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.

21.05 Classification review(s)

Will be as follows:

(a) Within ninety (90) days of ratification of the Collective Agreement or on request, the Employer will provide the Union a list of all current encumbered and unencumbered bargaining unit position(s) for review and include up to date job descriptions, organizational charts, and incumbent name(s); and,

(b) If the Employer changes a position(s) status from unencumbered to encumbered, or encumbered to unencumbered, the Employer will notify the Union and provide an updated position list.

21.06 An Employee whose position is reclassified shall be advanced in accordance as follows:

(a) Higher Classification

An Employee whose position is classified whose current salary is lower shall be paid at a rate that is at least one (1) increment higher than their present rate of pay.

(b) Lower Classification

An Employee whose position is classified at a lower salary assignment shall not suffer a loss in pay and their pay shall be held over-range, if the current salary assignment exceeds the pay grade of the bargaining unit position.

~~21.06~~ 21.07 Classification Review Process.

An Employee may, by written request, submit a classification or job review to the Human Resources Office, if, the Employee considers the job duties and/or responsibilities of their position have been materially changed since the last review. The review will be based on the position as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request. An Employee may only request a subsequent review when substantive changes have occurred in the position since the last review.

(a) Classification Appeal Request

When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (Classification) shall submit a written request to the Employer (Human Resources Office) within twenty-one (21) calendar days of the time the employee became reasonably aware of the classification decision. Note: Compensation is not an appealable factor.

The Employee requesting an appeal of the classification decision

must have a valid rationale to believe that the position is improperly classified. The Employees' written request shall:

i. Identify Existing Classification

Identify an existing appropriate classification level and title within the collective agreement and provide rationale on how the current job duties fit within the proposed classification.

ii. Rationale

Provide rationale on the classification decision, reason(s) for disagreement.

iii. Additional Information

Provide information and/or supporting documentation that is necessary or relevant to evaluate the request.

(b) Internal Appeal Process

The Employer (Human Resources Office) will conduct an internal review based on the information provided by the Employee and the Union. Further information that will be gathered and assessed may consist of discussions with the Employee, and Employee's Manager and the Union.

(c) Decision

The Employer (Human Resources Office) will meet with the Union within sixty (60) calendar days following the receipt of the appeal to communicate its' decision and discuss the rationale.

(d) Advancement of Appeal

In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the ~~Chief Executive Officer~~ Director of Human Resources within twenty-one (21) calendar days following the date the decision was communicated.

(e) ~~Chief Executive Officer~~ Director of Human Resources Review

The ~~Chief Executive Officer~~ Director of Human Resources shall meet with the Human Resources Office and Union Representative (Classification) and provide both Parties the opportunity to submit verbal and/or written reasons for their respective positions within twenty-one (21) consecutive calendar days (exclusive of Saturdays, Sundays, and Named Holidays).

(f) ~~Chief Executive Officer~~ Director of Human Resources Decision

Shall be communicated to the Union Representative (Classification) within ten (10) consecutive days of the appeal meeting. In the event

the Union and Employee do not agree with the decision, the Union may submit an appeal to the Chief Executive Officer requesting an external review.

(g) External Review

~~The Parties agree that a single classification consultant be appointed to hear the appeal. Decisions will be based on the Employer classification system and methodology.~~ The Parties agree that a single third party (external) classification consultant be appointed to hear the appeal. Decisions will be based on the Employer Classification system and methodology. The Third Party (External) Classification Consultant (Appeal Chair) shall be selected from a standing list of external consultants agreed to by the Parties. The fees and expenses of the Chair shall be shared equally between the Parties.

The Appeal Hearing will be scheduled for both Parties to present their rationales and supporting documentation. The Classification Consultant will review the information and render a decision within ten (10) days. The decision will be final and binding on both Parties.

In the event the Employee does not agree to the classification decision by the Director of Human Resources (or designate), the Employee may request the Union advance the appeal to be heard by a Third Party (External) Classification Consultant within fifteen (15) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the reply from the Director of Human Resources.

The hearing with the Third Party (External) Classification Consultant will be comprised of three (3) members: one (1) member appointed by the Union (Union Representative Classification), one (1) member appointed by the Employer (Human Resources-Job Evaluation), and the Third Party (External) Classification Consultant who shall act as an Appeal Chair.

The Third Party (External) Classification Consultant (Appeal Chair) shall be selected from a standing list of external consultants agreed to by the Parties. The fees and expenses of the Chair shall be shared equally between the Parties.

The appeal hearing will be scheduled for both Parties to present and discuss their rationales and supporting documentation with the attendees at the hearing as identified above. This hearing shall be scheduled within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.

Both Parties shall submit their respective positions in writing to the other Party and to the Third Party (External) (Classification Consultant) no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) prior to the date of the appeal hearing.

The Third Party (External) Classification Consultant will review the information provided in writing and discussed at the appeal hearing to render a decision within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays). Decisions will be based on the Employer's classifications, classification system, current approved job description, job profiles and/or methodology, in effect within Civida Decisions will be final and binding on both Parties and not subject to the grievance procedure.

Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the request for review.

21.08 Exclusions and Inclusions

The Employer and the Union agree to work collaboratively with respect to determining whether positions should be excluded or in the bargaining unit. The Employer agrees to provide, upon request, information about any existing or new positions where the status of the position may be questioned.

~~1.~~ 21.09 Determination of Inclusions or Exclusions

For positions under question, The Employer and Union will meet to determine if position(s) meet inclusion or exclusion criteria. The criterion will be based on jurisprudence established by the Alberta Labour Relations Board, in relation to the duties of the position(s). The Employer's classification process will apply.

(a) Inclusions

The Union may request a joint review of any position it believes should be included in the bargaining unit. Positions that are agreed to as not meeting the exclusion criteria will be flagged for inclusion within the bargaining unit. The Employer will provide the Union the incumbent name(s);

(b) Exclusions

Positions, that in the opinion of the Employer, which meet exclusion criteria will remain out-of-scope and may be challenged by the Union.

(c) If a mutual agreement cannot be met as to whether a position should be included or excluded, either party will submit an application for determination to the Alberta Labour Relations Board (ALRB).

~~2.~~ 21.10 Transitioning Positions

Upon mutual agreement between the Employer and the Union, position(s) may be transitioned to and from the bargaining unit based on a review of exclusion criteria. The Employer shall provide the Union classification review information as outlined in ~~Article 21~~**21.01**. The Parties will work collaboratively in an attempt to reach agreement on the status of the positions in question.

The Parties will establish a Joint Committee with equal participants from the Employer and Union to review any positions in question. **The Joint Committee will be comprised of the following: Two (2) members appointed by the Union (Union Representative, Classification) and Chapter Chair, two (2) members appointed by the Employer (Human Resources, Classification), and an ~~Operational~~ Employer designate.**

When mutual agreement is not reached regarding the status of the position, the following shall occur:

(a) Inclusions to Exclusions

When a position(s) is/ are removed from the bargaining unit there will be ~~served~~ a notification period **served** of a minimum of twenty-one (21) days. The Employer agrees to provide the information as outlined in ~~9~~ 21.11 below.

(b) Exclusions to Inclusions

When a position(s) is/ are to be added to the bargaining **unit** there will be ~~served~~ a notification period **served** of a minimum of twenty-one (21) days.

(c) Any Employe~~r~~ in a position(s) moved into the bargaining unit by mutual agreement between the Employer and the Union will be served a notification period~~.~~ **and shall be advanced in accordance as follows.**

i. Higher Classification

An Employee whose position is classified whose current salary is lower shall be paid at a rate that is at least one (1) increment higher than their present rate of pay.

ii. Lower Classification

An Employee whose position is classified at a lower salary assignment shall not suffer a loss in pay and their pay shall be held over-range, if the current salary assignment exceeds the pay grade of the bargaining unit position.

iv. Seniority Date

Shall be the date the Employees were hired with the Employer, and all continuous service with the Employer will be recognized for the purpose of establishing entitlements with respect to sick leave and annual vacation.

(d) Notification Period

The Employer shall provide an Employee and the Union written notification of at least sixty (60) calendar days.

(e) Union Steward

The Employer will ensure the Union is aware of, and present at scheduled meetings with Employees ensuring representation by the union.

~~3.~~ 21.11 Exclusions Requests

The Employer will provide the following information to the Union if they intend to move an included position outside the bargaining unit. The Union will review the Employers request and provide a response in writing if the request has either met the exclusion criteria or not.

(a) Rationale;

~~(a)~~ **(b)** Position Description;

~~(b)~~ **(c)** Organizational Chart;

~~(c)~~ **(d)** Encumbered or unencumbered;

~~(d)~~ **(e)** Employee information, if encumbered.

~~4.~~ 21.12 Resolution Process

If, mutual agreement cannot be met, either party will submit an application for determination to the Alberta Labour Relations Board (ALRB). This decision is final and binding on both parties.

21.13 Classification System Maintenance

~~1.~~ The Employer and the Union recognizes the importance of ~~developing and~~ maintaining a Classification System in consultation with the Union~~.~~ providing a forum to maintain collaboration and transparency

~~3.~~ a. Classification System; The Employer agrees to ~~develop~~ maintain a Classification System and provide this information to the Union and Joint Classification Committee along with any subsequent amendments annually for review~~.~~ This system will include at the minimum:

~~a.~~ i. Job Descriptions. Shall include duties of position, classification allocation, classification title, and working title.

~~b.~~ ii. Organizational Charts. Shall include current position titles, classification allocation.

~~c.~~ iii. Classification System Methodology. Shall include specific methodology and justification for classification ratings.

~~5.~~ b. Joint Classification Committee; The parties will appoint members of a Joint Classification Committee within thirty (30) days from the date of ratification of the collective agreement, or such later date as mutually agreed.

The Joint Classification Committee will be comprised of the following: Two (2) members appointed by the Union (Union Representative, Classification) and ~~Local~~ Chapter Chair, Two (2) members appointed by the Employer (Human Resources, Classification), and an Employer designate. The Committee will:

i. Review, update, and adjust Benchmark positions in accordance with the Classification Methodology;

ii. Review new Benchmark positions upon creation;

iii. Review all classification communications to Employee(s) prior to release.

ARTICLE 22
Hours of Work

22.01 The normal hours of work for Regular Full-Time Employees shall be thirty-six and one-quarter (36 1/4) hours per week.

22.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a shift of more than two (2) hours but less than six (6) hours, shall be granted one (1) rest period per shift. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period, unless mutually agreed upon between the parties.

22.03 A meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours, shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in 22.04.

22.04 Any Employee who is unable, due to assignment or responsibility, to leave their station of employment during their meal period shall be paid for such meal period at their regular rate of pay, except where the Employee fulfills regular noon hour answering service. Such Employees shall take a late lunch period.

22.05 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is agreement by the Union.

22.06 The Parties agree that the Employer may establish starting and finishing times made necessary to maintain continuous service between the hours of 8:30 a.m. to 4:30 p.m. The Employer and Union agree to meet and discuss any changes in the hours of Operation. Both Parties agree to discuss the changes in good faith.

22.07 An Employee who is absent from work without prior authorization shall communicate the reason for their absence to a senior official at least one (1) hour prior to the commencement of the normal starting time.

22.08 An Employee who is absent from employment and who has not obtained approval to authorize the absence or provided notice of absence for three (3) consecutive work days will be considered to have abandoned their position and will be deemed to have resigned unless it is subsequently proven by the Employee that special circumstances prevented them from reporting to the workplace.

22.09 An Employee who is required to attend a meeting or function outside of normal working hours, shall normally be notified forty-eight (48) hours in

advance of such meeting or function. Should the Employee be required to attend a meeting or function, they are required to advise a senior official of the Housing Corporation of their inability to be present prior to the time the meeting or function is scheduled to commence. Time limits shall be waived when it can be established that the Employee, for good reasons, was unable to contact a senior official within these time limits.

22.10 (a) Where the parties agree to implement a system employing extended/ modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas to which the agreement applies, and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles.

(b) Either party will provide the other party with at least twenty-eight (28) calendar days notice in writing of their intention to terminate this agreement.

(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.

CURRENT

ARTICLE 23
Overtime

23.01 An Employee may occasionally be required to work extra time immediately following closing time without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid with quarter (1/4) hour increments thereafter.

23.02 All overtime must be authorized in advance. An Employee who works overtime shall be paid at the rate of time and one-half (1 1/2) times their regular rate of salary for the first two (2) hours of overtime and double (2) their rate of salary for all overtime in excess of two (2) hours. Overtime is defined as:

(a) time worked in excess of seven and one-quarter (7 1/4) hours per day for Regular Full-Time Employees, or,

(b) time worked in excess of the scheduled hours of work for Regular Part-Time or Temporary Employees but in any event after seven and one quarter (7 1/4) hours of work, or,

(c) time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 24 (Call Back).

23.03 Employees required to work on their first (1st) scheduled day of rest or a paid holiday shall be paid at the rate of time and one-half (11/2) for all hours worked up to their normal daily hours and double time (X 2) thereafter. Employees required to work on their second (2nd) or subsequent scheduled day of rest shall be paid for all hours worked at the rate of double time (X 2).

23.04 Time off in lieu of overtime worked shall only be granted if requested by the Employee and approved by the Employer. Employees shall not be required to layoff during the regular shift to equalize any overtime worked previously. The calculation of time off in lieu will be determined on the basis of the way in which overtime is defined in this Article.

23.05 All overtime shall be calculated to the nearest one-quarter (1/4) hour.

23.06 Where an Employee is authorized to work overtime of more than two (2) hours beyond the full normal workday, and as a result misses their normal evening meal and therefore purchases a meal, the Employee will be paid a meal allowance not to exceed fifteen dollars ($15.00) upon production of a receipt.

CURRENT

ARTICLE 24
Call Back Pay

24.01 When an Employee is called back to work outside of their scheduled working hours, the Employee shall be paid at the applicable overtime rate pursuant to Article 23.

24.02 Subject to 24.03, an Employee, called back to duty shall be compensated at the overtime rate for the time spent on the job and for the time the Employee spends travelling directly to and from work, however, if such total time is less than two (2) hours, the Employee shall be compensated for a period of two (2) hours.

24.03 There shall be no compensation for time spent in travelling if the call back is contiguous with a normal working period.

24.04 When an Employee is called back one (1) or more times during a period in which the Employee is required to be on standby pursuant to Article 25, the Employee shall be compensated for the full standby period in addition to their compensation entitlement under this Article.

CURRENT

ARTICLE 27
Casual Illness

27.01 "Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less, and includes the actual time spent at medical and dental treatment, which has been given prior authorization by the Employer.

27.02 Leave with pay for casual illness shall be granted to a Regular Full-Time Employee or a Regular Part-Time Employee in the fourth (4th) and subsequent months of the first (1st) year of employment as follows:

(a) leave with pay shall be granted for all or part of the period of casual illness as defined by Clause 27.01 provided that the total period does not exceed:

(i) three (3) work days in the first four (4) months;

(ii) four (4) work days in the first five (5) months;

(iii) five (5) work days in the first six (6) months;

(iv) six (6) work days in the first seven (7) months;

(v) seven (7) work days in the first eight (8) months;

(vi) eight (8) work days in the first nine (9) months;

(vii) nine (9) work days in the first ten (10) months;

(viii) ten (10) work days in the first eleven (11) months.

(b) In the second (2nd) and subsequent years of employment, leave shall be granted, or part thereof, to a maximum of ten (10) work days in anyone (1) year.

27.03 Leave with pay for casual illness shall be granted to a Temporary Employee in the eighth (8th) and subsequent months of the first (1"1) year of employment as follows:

(a) in the eighth (8th) month - one (1) work day,

(b) in the ninth (9th) month - two (2) work days if no leave with pay for casual illness was granted in the eighth (8th) month,

(c) in subsequent months, leave with pay shall be granted for all or part of the period of casual illness as defined by Clause 27.01 provided that the total period does not exceed:

(i) three (3) work days in the first ten (10) months;

(ii) four (4) work days in the first eleven (11) months;

(iii) five (5) work days in the first twelve (12) months.

CURRENT

ARTICLE 28
General Illness

28.01 "General Illness" means an illness which causes a Regular Full-Time Employee or a Regular Part-Time Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements.

28.02 For Part-time Employees utilizing General Illness leave, the eighty (80) days of leave will be prorated to the equivalent number of hours and administered accordingly.

28.03 Provided the Employee is not then absent from work due to illness, pursuant to Clause 28.01, the Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 28.04:

(a) Illness commencing in the first (1st) year of employment, but following the sixth (6th) month of employment; one hundred percent (100%) of normal salary for each of the first ten (10) work days of illness and seventy percent (70%) of normal salary for each of the next seventy (70) work days of illness.

(b) Illness commencing in the second (2nd) year of employment; one hundred percent (100%) of normal salary for each of the first fifteen (15) work days of illness and seventy percent (70%) of normal salary for each of the next sixty-five (65) work days of illness.

(c) Illness commencing in the third (3rd) year of employment; one hundred percent (100%) of normal salary for each of the first twenty-five (25) work days of illness and seventy percent (70%) of normal salary for each of the next fifty-five (55) work days of illness.

(d) Illness commencing in the fourth (4th) year of employment; one hundred percent (100%) of normal salary for each of the first thirty-five (35) work days of illness and seventy percent (70%) of normal salary for each of the next forty-five (45) work days of illness.

(e) Illness commencing in the fifth (5th) year of employment; one hundred percent (100%) of normal salary for each of the first forty-five (45) work days of illness and seventy percent (70%) of normal salary for each of the next thirty-five (35) work days of illness.

(f) Illness commencing in the sixth (6th) or any subsequent years of employment; one hundred percent (100%) of normal salary for each of the first sixty (60) work days of illness and seventy percent (70%)

of normal salary for each of the next twenty (20) work days of illness.

28.04 (a) Subject to Clause 28.04(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:

(i) illness leave entitlements reinstated pursuant to Clause 28.03 when the Employee returns to work in the next year of employment; or

(ii) any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) or seventy percent (70%), reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same year of employment.

(b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

28.05 For the purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absence due to illness or disability in excess of that period shall be subject to the Long Term Disability Income Plan.

28.06 Notwithstanding the Casual Illness Article or Clause 28.03, an Employee is not eligible to receive sick leave benefits under this Article or Casual Illness Article:

(a) if the absence is due to an injury while in the employ of any other Employer and such injury is covered by the *Workers Compensation Act,* nor is the Employee eligible for any sick leave benefits for any subsequent absence caused by that injury, or,

(b) while receiving Workers' Compensation benefits.

28.07 When a day designated as a paid holiday falls within a period of general illness, it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

ARTICLE 29
Proof of Illness

29.01 The Employee may be required to provide proof of illness upon request. ~~return to work, where it can be shown that reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate. The Employer may also require the Employee to submit proof of attendance at a medical, dental or optical appointment when time off from work is granted to attend such appointments.~~

29.02 The Employer ~~may~~ shall require ~~r~~equest a medical certificate for any absence under Article 28 (General Illness). Where an Employee must pay a fee for a medical certificate the Employee shall be reimbursed up to a maximum of $50.00 upon providing proof of payment.

29.03 The Employer may require that an Employee be subject to an independent medical examination ~~examined by a medical board~~:

(a) in the case of prolonged or frequent absence due to general illness, or,

(b) when it is considered that an Employee is unable to satisfactorily perform their duties due to disability or illness.

~~29.04 Pursuant to Clause 29.03, an Employee shall be entitled to have their personal physician or other physician of their choice to be a member of the medical board or to act as their counsel before the medical board. Expenses incurred under this Clause shall be paid by the Employer.~~

ARTICLE 30
Long Term Disability Income Plan

30.01 The Employer will provide and maintain a Long Term Disability Income Plan through a policy in the name of the Employer, with a private Insurance Company, to insure all Regular Full-time and Regular Part-time Employees covered by this Agreement.

30.02 The Employee shall pay the total premium cost of providing benefits covered under the Plan.

30.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for Long Term Disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third-party claims adjudicator.

30.04 Long Term Disability benefits payable under the provisions of the LTD Plan, will entitle an Employee with a qualifying disability to a total income, from sources specified under Clause 30.05 of not less than sixty-seven percent (67%) of their monthly salary received or entitled to receive as a ~~Capital Region Housing Corporation~~ **Civida** Employee at the time of commencement of absence pursuant to Clause 30.03, up to a maximum benefit of ~~six~~ **seven** thousand dollars (~~$6000~~ **$7,000**) per month.

30.05 The monthly LTD benefit amount to which an Employee is entitled shall be reduced by:

(a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan,

(b) the amount of Workers' Compensation entitlement,

(c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer,

(d) vacation leave pay,

(e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Clause 30

30.06 (a) An Employee who, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Clause 30.03 (pre disability salary), the Employee shall have the monthly LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the predisability salary.

(b) Where the combination of reduced LTD benefits and income received pursuant to Clause 30.06(a) is a higher amount than the predisability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the predisability salary.

30.07 An Employee who receives LTD benefits and who at the commencement of absence due to disability or illness, and is participating in the ~~Capital Region Housing Corporation~~ **Cividа** Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.

30.08 The LTD Benefits shall be equal to or greater than those in effect under the Sun Life Financial Plan as at ~~December 31, 2018~~ **November 1, 2022.** The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiations by the Parties to this Agreement.

ARTICLE 32
Paid Holidays

32.01 Employees are entitled to one (1) day's paid leave for each of the following holidays:

(a)

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (l day)	Christmas Floater (3 days)
Family Day	National Day for Truth and Reconciliation

(b) The Christmas float days shall be observed as follows:

(i) on December 27th, 28th and 29th when Christmas Day falls on a Monday;

(ii) on December 27th, 28th and 31st when Christmas Day falls on a Tuesday;

(iii) on December 27th, 30th and 31st when Christmas Day falls on a Wednesday;

(iv) on December 29tth, 30th and 31st when Christmas Day falls on a Thursday, Friday or Saturday;

(v) on December 28th, 29th, and 30th when Christmas Day falls on a Sunday.

32.02 If a municipality does not proclaim a Civic Holiday as specified in 32.01, the first Monday in August shall be observed as such holiday.

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

(a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;

(b) work on the Paid Holiday when scheduled or required to do so.

32.04 Effective January 1, 2023

An Employee obliged in the course of duty to work on ~~a Paid Holiday~~ Christmas floater days shall receive a day in lieu within six (6) months either before or after the Christmas floater days. An Employee obliged in the course of duty to work on A Paid Holiday shall be paid for all hours worked at the specified overtime rate as per Clause 23.03 plus:

(a) one (1) regular day's pay, or

(b) a mutually agreeable day off with pay within thirty (30) days either before or after the Holiday, or

(c) by mutual agreement, a day added to their next annual vacation.

32.05 ~~Should a Paid Holiday fall during an Employee's vacation period, the Employee shall be allowed an extra day for such Paid Holiday. Should it not be possible for the Employee to take such extra day in connection with their vacation, the Employee shall be allowed the extra day within one (1) month.~~

32.06 When a Paid Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off. When such alternate day off cannot be arranged within thirty (30) days of the Holiday, the Employee shall receive one (1) regular day's pay in lieu of the Holiday.

ARTICLE 33
Annual Vacation

33.01 An Employee shall not take vacation leave without prior authorization from the Employer.

33.02 Vacation Entitlement is earned and accumulated each full calendar month. The Employee can take vacation as it is earned except during their first year of employment. Earning rate changes in the month following the month vacation service threshold is reached.

When employment has commenced on or before the fifteenth (15th) day of any month, the Employee shall earn vacation entitlements from the first (1st) day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, the Employee shall earn vacation entitlements from the first (1st) day of the following month.

33.03 Vacation thresholds and entitlement with pay, shall be as follows:

(a) On completing one (1) full year of service, an Employee shall receive fifteen (15) working days vacation with pay.

(b) On completing four (4) full years of service, an Employee shall in the following month, begin earning twenty (20) working days vacation with pay.

(c) On completing twelve (12) full years of service, an Employee shall in the following month, begin earning twenty-five (25) working days vacation with pay.

(d) On completing twenty (20) full years of service, an Employee shall in the following month, begin earning thirty (30) working days vacation with pay.

(e) On completing twenty-nine (29) full years of service, an Employee shall in the following month, begin earning thirty-five (35) days vacation with pay.

(f) Vacation pay shall be at the rate effective immediately prior to the vacation period.

~~33.03 (a) Vacation leave shall be taken in one (1) consecutive period unless otherwise mutually agreed by the Employee and Employer.~~

(~~b~~ g) Vacations may be carried over from one (1) vacation period to the next upon mutual agreement of the Employee and Employer.

33.04 A temporary Employee shall in lieu of receiving annual vacation leave be paid in addition to their regular salary, pay at six percent (6%) of their regular salary.

Commented [LB1]: We are only allowed to carry over 1/2 of our alloted time - should this be made clear here??

Commented [CD2R1]: No, this is current language that has no restrictions to how much can be carried over. However it needs to be by mutual agreement

CURRENT

ARTICLE 34
Special Leave

34.01 A Regular Full-Time or Regular Part-Time Employee not on leave of absence without pay, shall be granted upon application, special leave at their basic rate of pay. The circumstances under which special leave is granted, subject to Clause 34.02, and the corresponding maximum length of each, are as follows:

(a) illness within the immediate family - two (2) days;

(b) bereavement - four (4) days;

(c) travel time for illness within the immediate family or bereavement - two (2) days;

(d) administration of estate - two (2) days;

(e) moving household effects - one (1) day;

(f) disaster conditions - two (2) days;

(g) personal- up to three (3) days;

(h) write examination(s) for course(s) approved by the Employer - as required;

(i) attend funerals as pall-bearer or mourner - one (1) day;

(j) be present at birth or adoption proceedings of the Employee's child - one (1) day;

(k) attend formal hearing to become Canadian Citizen - one (1) day;

(l) any unpaid statutory leaves as per Employment Standards - up to 3 days.

Two (2) weeks prior notice is required for leave request under Clause 34.01, Subclauses (d), (e), (h) and (k), except where prior notice is beyond the Employee's control.

34.02 For purposes of determining eligibility for special leave under Clause 34.01, the following provisions shall apply:

(a) illness within the immediate family - leave of absence shall be granted for purpose of making arrangements for the care of the person that is ill or for the care of the children. Immediate family shall mean: spouse, common-law spouse, son, daughter, foster child, dependent adult, mother, father, or the spouse of any of them. Notwithstanding the foregoing, tenants, boarders or guests or any or all of the same living in the Employee's household shall be deemed not to be part of the Employee's immediate family;

(b) bereavement - leave of absence will be granted in the event of the death of the Employee's spouse or any of the following relations of an Employee or spouse: foster child, parents, guardian, dependent adult, grandparent, grandchild, son, daughter, brother, sister or the spouse of any of them; or the grandparent of an Employee's child; or aunt, uncle, niece and nephew.

(c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved;

(d) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased;

(e) moving of household effects shall apply to an Employee who maintains a self-contained household and who changes their place of residence which necessitates the moving of their household effects during their normal working hours;

(f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster which cannot be served by others or attended to by the Employee at a time when the Employee is normally off duty.

(g) personal day shall be granted for conditions that require an Employee to be away from work for personal reasons. Personal leave will be granted in one day increments and shall not be used in conjunction with, or to extend a vacation or a long weekend.

34.03 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave may be granted more than once for the same circumstance within an employment year only for the circumstances described in 34.01(a), (b), (c), (f), (h), (j), (i) and (k). The total special leave granted under Article 34.01 shall not exceed ten (10) working days per calendar year unless additional special leave is approved by the Employer. Special leave not utilized in any calendar year shall not be carried over.

34.04 Leave of absence without pay may be granted for any of the leaves outlined in 34.01, at the discretion of the Employer, upon the request of an Employee for any period, upon reasonable notice, such request shall not be unreasonably denied.

CURRENT

ARTICLE 36
Leaves of Absence

36.01 **Jury or Witness Duty**

Any Regular Full-time or Regular Part-time Employee summoned or subpoenaed for jury or witness duty shall be allowed time off without loss of regular earnings during such absence, but any fee receivable as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

36.02 **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* and 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) 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) 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.

36.03 <u>Death or Disappearance of a Child Leave</u>

(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 36.03 (a), 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.

36.04 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.

36.05 Military Leave

An Employee who is a Reservist, and has been employed with the Employer for a minimum of twenty-six (26) consecutive weeks, and is required by military authorities to attend training or perform military services shall be granted leave without pay.

ARTICLE 38
Group Life Insurance

38.01 All Regular Full-Time and Regular Part-Time Employees shall participate in the Group Life Insurance Plan upon completion of the Probationary period as defined in Article 16 of this Agreement.

38.02 The Employer shall pay the total premium cost for the first twenty-five thousand dollars ($25,000.00) of basic life coverage for an Employee.

38.03 The Employee shall pay the total premium cost of the additional basic life coverage.

38.04 The schedule of insurance for an Employee who is eligible to participate pursuant to 38.01 shall be two times (2X) regular salary rounded out to the next highest one thousand dollars ($1,000.00) to a maximum of $250,000.

38.05 The Employer shall provide and maintain an Accidental Death and Dismemberment Insurance policy for all Regular Full-Time and Regular Part-Time Employees covered by this Agreement that provides insurance coverage up to a maximum of two times (2X) an Employee's regular annual salary in the event of accidental death and dismemberment resulting while on the Employer's business to a maximum of $250,000. The total premium cost of this policy shall be paid by the Employer.

38.06 The coverage under this Article shall be equal to or exceed that provided in the Sun Life Financial Plan as at November 1, 2022.

ARTICLE 39
Supplementary Health Care Plan

39.01 Upon completion of the probationary period as defined in Article 16 of this Agreement, the Employer shall provide and maintain a supplementary Health Care Insurance Plan for all Regular Full-Time and Regular Part-Time Employees. The Employer and Employee shall share the premium cost:

(i) one-half (l/2) the cost, of a family plan, or

(ii) one-half (l/2) the cost, of a single plan.

39.02 The Plan shall provide for one hundred percent (100%) reimbursement of all allowable expenses, subject to no deductibles. Allowable expenses mean the reasonable and customary charges for services and supplies furnished as a result of injury or illness while insured.

39.03 This coverage shall be equal to or exceed those provided in the ~~Manulife~~ Sunlife Plan as at ~~April 1, 2016~~ November 1, 2022..

~~39.04 Health Benefits Spending Account~~

~~(a) The Employer shall implement a Health Benefits Spending Account for all Employees eligible for benefits in accordance with Article 39 and 40.~~

~~(b) A sum of six hundred and fifty dollars ($650.00) per year shall be allocated by the Employer to the Health Benefits Spending Account for each Full-time Employee effective January 1st, 2014.~~

~~Part-time Employees shall be pro-rated based on the number of hours per week.~~

~~(c) Any unused allocation in an Employee's Health Benefit Spending Account as of December 3rd of each calendar year may be carried forward for a maximum of one (1) calendar year.~~

~~(d) The Health Benefit 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 Health Benefit Spending Account.~~

~~39.05 Flex Taxable Spending Account~~

~~(a) The Employer shall implement a Flex Taxable Spending Account for all Employees eligible for benefits in accordance with Article 39 and 40.~~

~~(b) A sum of three hundred and fifty dollars ($350.00) per year shall be allocated by the Employer to the Flex Taxable Spending Account for each Full-time Employee effective January 1st, 2016.~~

~~Part-time Employees shall be pro-rated based on the number of hours per week.~~

~~(c) Any unused credit allocation in an Employee's Flex Taxable Spending Account as of December 3rt of each calendar year may be carried forward for a maximum of one (1) calendar year.~~

~~(d) The Flex Taxable 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 Flex Taxable Spending Account.~~

~~(e) The administration of the Flex Taxable Spending Account shall be subject to and governed by the terms and conditions of the applicable contract.~~

~~39.06 Notwithstanding the language and the plans remain current for 2019, each eligible Employee will receive an additional $250 for 2019 to be allocated to their Health Benefits Spending.~~

~~**Effective on or before November 15, 2019**~~

~~39.05 The Employer will combine the current Health Spending Account (HSA) and Personal Spending Account (PSA) (in to a Flexible Spending Account (FSA), as described below.~~

39.04 Flexible Spending Account (FSA)

1. (a) A FSA shall be implemented for all Employees eligible for the current HSA.

   (b) The Employer shall allocate a sum of twelve hundred and fifty dollars ($1250.00) per eligible Employee to a FSA effective January 1st of each year, beginning January 1, 2020. Funds will be allocated to either the non-taxable (Health Spending Account) or taxable (Personal Spending Account). Once the allocation has been made it cannot be altered.

   (c) Eligible Employees who commence employment after January 1, 2020 shall be eligible for FSA on a pro-rated basis.

   (d) Part-time Employees will receive an allocated sum, as outlined in 39.05 (1)(b) prorated to their FTE on the date of allocation.

2. Utilization

   The FSA may be used for the items as specified in the Policy with the Insurer, under both the HSA or the PSA.

3. Allocation

   (a) An allocation date will be determined in conjunction with the benefit provider. By that date each year, Employees who are eligible for the FTSA will make an allocation for utilization of their FSA for the subsequent fiscal year. If an Employee chooses to split allocations between taxable and non-taxable accounts, there shall be a minimum allocation of $100 to either account.

   (b) Any unused allocation in an Employee's FSA as of December 31st of each year may be carried forward for a maximum of one (1) calendar year.

   (c) Eligible expenses will be reimbursed upon submission of required

claim information.

4. Implementation

(a) The Employer, in conjunction with the Insurer of the account, shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(b) The FSA shall be restricted to and administered in accordance with the Plan, the *Income Tax Act and* applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

ARTICLE 40
Dental Plan

40.01 The Employer shall provide and maintain a Dental Plan for all Regular Full-Time and Regular Part-Time Employees, upon completion of the probationary period as defined in Article 16 of this Agreement.

40.02 The ~~Capital Region Housing Corporation~~ Cividа Dental Plan as provided through the Sun Life Financial Plan as at ~~July 1, 2017~~ November 1, 2022, shall continue unchanged for the term of this Agreement except that it will adopt the current Standard Life Dental Fee Reimbursement Schedule upon ratification of this Agreement by both parties and any subsequent changes to that schedule shall be adopted in the effective date of the schedule.

40.03 The Employer will pay the full cost of all premiums to be paid to provide the Dental Plan.

~~40.04 The Parties agree to the addition of major dental coverage. The Employer agrees to pay the first six dollars ($6.00) of the monthly premium for family coverage or the first two dollars ($2.00) for single coverage. Over the term of this agreement, any premium costs in excess of these amounts for major coverage would be the responsibility of the Employee.~~

CURRENT

ARTICLE 47
Salary Implementation

47.01 This Agreement shall come into full force and effect on the date of ratification of this Agreement by both Parties except for the schedule of Salary Ranges, which shall be in effect for the periods as follows:

Schedule" A" January 1, ~~2019~~ 2022 to December 31, ~~2021~~ 2024

The Schedule of Salary Ranges shall apply to all Employees who are still employed on the date of ratification of this Agreement by both Parties.

47.02 Upon satisfactory completion of their probation period, the Employee advances one (1) step in their respective range. Upon satisfactory completion of each year of service, the Employee advances to the next higher salary in their respective range. An Employee upon satisfactory completion of their tenth (10th) year of service and having reached Step 6 in their respective range will be eligible for the Long Service Increment (LSI). In the event that the Employer withholds an Employee's increment, the Employee must be notified in writing of the reason it is being withheld on or before the due date of the increment, otherwise the increment shall not be withheld. The Parties recognize the value of more frequent Employee Evaluations following the withholding of an increment. The increment may be awarded at a later date at the discretion of the Employer.

47.03 Hourly rates shall be equivalent to the monthly rates for the classification.

47.04 A person performing a supervisory function will receive a salary in their respective class schedule which is higher than the person the Employee is supervising.

ARTICLE 48
Term of Agreement

48.01 This Collective Agreement including appendices shall remain in force until December 31, 2021, and thereafter from year to year unless either Party serves notice of termination or amendment not greater than one hundred and twenty (120) days prior to December 31, ~~2021~~ 2024, and not less than sixty (60) days preceding the expiry of the term of the Agreement. If such notice is not served within that period, either Party may serve notice not greater than one hundred and twenty (120) days and not less than sixty (60) days prior to December 31 of any subsequent year. In the event such notice is served, the Parties agree that this Collective Agreement shall remain in force until the earlier of a ratified amended Collective Agreement or the commencement of a permitted strike or lockout under the provisions of the Labour Relations Code.

48.02 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:

The Chief Executive Officer
~~Capital Region Housing Corporation~~ Civida
10232 -112 Street
Edmonton, Alberta T5K 1M4

and in the case of the Union to:

The President
The Alberta Union of Provincial Employees
~~10451 – 170 Street~~ 10025 – 182 Street NW
Edmonton, Alberta ~~T5P 4S7~~ T5S 0P7

SALARY SCHEDULE

~~The following increases will be applied to the Salary Schedule in effect December 31, 2018.~~

~~January 1, 2019 – 2.0% increase~~

~~The following increases will be applied to the Salary Schedule in effect December 31, 2019.~~

~~January 1, 2020 – 1.0% increase~~

~~The following increases will be applied to the Salary Schedule in effect December 31, 2020.~~

~~January 1, 2021 – a Wage Re-Opener with the following condition:~~

The following increases will be applied to the Salary Schedule in effect December 31, 2021.

January 1, 2022 – 1.5% increase

The following increases will be applied to the Salary Schedule in effect December 31, 2022.

January 1, 2023 – 1.5% increase

The following increases will be applied to the Salary Schedule in effect December 31, 2023~~.~~

January 1, 2024 – 1.5% increase

~~The Parties will meet to discuss the wage re-opener on or before January 1, 2021, and every effort will be made to provide a wage increase within the budget allocation. Any wage increase will be in effect from January 1, 2021.~~

CURRENT

LETTER OF UNDERSTANDING #1
RE: Article 22 - Hours of Work

This Letter of Understanding specifies the conditions applicable to an arrangement for flextime.

Approval is subject to operational requirements. Any performance issues, misuse or abuse of flextime may be grounds for the individual(s) to be withheld from participating. On special days, such as, but not limited to, staff meeting days, hours will be 8:30 am to 4:30 pm for all employees. Opting in and out must be tied to the existing payroll cycle.

The start and end time of the day can be set within one hour either way from normal regular business hours of 8:30 am to 4:30 pm in 15 minute increments. Breaks and lunch times shift by the same amount of time that the shift changes either forward or backwards. Possible shift times are:

7:30 am - 3:30 pm	8:45 am - 4:45 pm
7:45 am - 3:45 pm	9:00 am - 5:00 pm
8:00 am - 4:00 pm	9:15 am - 5:15 pm
8:15 am - 4:15 pm	9:30 am - 5:30 pm

The employer/employee agrees that any additional hours which might involve overtime must be approved in advance by the Manager of the Department.

The employer/employee agrees that all obligations, responsibilities, terms and conditions of employment with Capital Region Housing Corporation remain unchanged, except those obligations and responsibilities specifically addressed in this Letter of Understanding.

This Letter of Understanding shall remain in force and effect in accordance with Article 48: Term of Collective Agreement.

Deleted and moved into Article 21

~~LETTER OF UNDERSTANDING~~

~~RE: Exclusions and Inclusions~~

~~The Employer and the Union agree to work collaboratively with respect to determining whether positions should be excluded or in the bargaining unit. The Employer agrees to provide, upon request, information about any existing or new positions where the status of the position may be questioned.~~

~~1. Determination of Inclusions or Exclusions~~

~~For positions under question, The Employer and Union will meet to determine if position(s) meet inclusion or exclusion criteria. The criterion will be based on jurisprudence established by the Alberta Labour Relations Board, in relation to the duties of the position(s). The Employer's classification process will apply.~~

~~(a) Inclusions~~

~~The Union may request a joint review of any position it believes should be included in the bargaining unit. Positions that are agreed to as not meeting the exclusion criteria will be flagged for inclusion within the bargaining unit. The Employer will provide the Union the incumbent name(s);~~

~~(b) Exclusions~~

~~Positions, that in the opinion of the Employer, which meet exclusion criteria will remain out-of-scope and may be challenged by the Union.~~

~~(c) If a mutual agreement cannot be met as to whether a position should be included or excluded, either party will submit an application for determination to the Alberta Labour Relations Board (ALRB).~~

~~2. Transitioning Positions~~

~~Upon mutual agreement between the Employer and the Union, position(s) may be transitioned to and from the bargaining unit based on a review of exclusion criteria. The Employer shall provide the Union classification review information as outlined in Article 21. The Parties will work collaboratively in an attempt to reach agreement on the status of the positions in question.~~

~~The Parties will establish a Joint Committee with equal participants from the Employer and Union to review any positions in question.~~

~~When mutual agreement is not reached regarding the status of the position, the following shall occur:~~

~~(a) Inclusions to Exclusions~~

~~When a position(s) is/ are removed from the bargaining unit there will be served a notification period of a minimum of twenty-one (21) days. The Employer agrees to provide the information as outlined in 9 below.~~

~~(b) Exclusions to Inclusions~~

~~When a position(s) is/ are to be added to the bargaining there will be served a~~

~~notification period of a minimum of twenty-one (21) days.~~

~~(c) Any Employer in a position(s) moved into the bargaining unit by mutual agreement between the Employer and the Union will be served a notification period.~~

~~i. Higher Classification~~

~~An Employee whose position is classified whose current salary is lower shall be paid at a rate that is at least one (1) increment higher than their present rate of pay.~~

~~ii. Lower Classification~~

~~An Employee whose position is classified at a lower salary assignment shall not suffer a loss in pay and their pay shall be held over-range, if the current salary assignment exceeds the pay grade of the bargaining unit position.~~

~~iii. Anniversary Date~~

~~The Employee's anniversary date for salary purposes will change to the effective date of classification decision.~~

~~iv. Seniority Date~~

~~Shall be the date the Employees were hired with the Employer, and all continuous service with the Employer will be recognized for the purpose of establishing entitlements with respect to sick leave and annual vacation.~~

~~(d) Notification Period~~

~~The Employer shall provide an Employee and the Union written notification of at least sixty (60) calendar days.~~

~~(e) Union Steward~~

~~The Employer will ensure the Union is aware of, and present at scheduled meetings with Employees ensuring representation by the union.~~

~~3. Exclusions Requests~~

~~The Employer will provide the following information to the Union if they intend to move an included position outside the bargaining unit. The Union will review the Employers request and provide a response in writing if the request has either met the exclusion criteria or not.~~

~~Rationale;~~

~~(a) Position Description;~~

~~(b) Organizational Chart;~~

~~(c) Encumbered or unencumbered;~~

~~(d) Employee information, if encumbered.~~

~~4. Resolution Process~~

~~If, mutual agreement cannot be met, either party will submit an application for~~

~~determination to the Alberta Labour Relations Board (ALRB). This decision is final and binding on both parties.~~

Deleted and moved into Article 21

~~LETTER OF UNDERSTANDING~~
~~RE: Classification – Article 21~~
~~- and -~~
~~Letter of Understanding F Re: – Classification and Joint Employer-Union Exclusion Review~~

~~Whereas the Parties agree to the following as it pertains to Article 21, Classification and Letter of Understanding # F – Joint Employer-Union Exclusions Review of the Collective Agreement. (January 1, 2019 – December 31, 2021).~~

~~1. The recognizes the importance of developing and maintaining a Classification System in consultation with the Union.~~

~~2. The Parties recognize the value of providing a forum to maintain collaboration and transparency, as the Employer develops a Classification System.~~

~~3. Classification System; The Employer agrees to develop a Classification System and provide this information to the Union within 60 (sixty) days from the date ratification of the collective agreement. This system will include at the minimum:~~

~~a. Job Descriptions. Shall include duties of position, classification allocation, classification title, and working title.~~

~~b. Organizational Charts. Shall include current position titles, classification allocation.~~

~~c. Classification System Methodology. Shall include specific methodology and justification for classification ratings.~~

~~4. Exclusions Review; The parties agree Letter of Understanding #F Joint Employer-Union Exclusions Review will come into effect one hundred and fifty (150) days from the date of ratification of the collective agreement.~~

~~5. Joint Classification Committee; The parties will appoint members of a Joint Classification Committee within thirty (30) days from the date of ratification of the collective agreement, or such later date as mutually agreed.~~

~~6. Collective Bargaining. The parties agree that this is not Collective Bargaining, nor is it a substitute for Collective Bargaining.~~

~~This letter of understanding will remain in effect for the duration of the Collective Agreement.~~

LETTER OF UNDERSTANDING
RE: Job Security

The Parties share an interest in providing job security to Employees.

Whereas if the Employer determines that organizational restructuring is required that may impact encumbered positions in the Bargaining Unit; and

Whereas the outcomes of such an effort could lead to an organizational change that may result in adjustments or reductions within the bargaining unit;

Therefore, the Parties agree to the following:

The Employer will:

1. Attempt to reduce the workforce through attrition.
2. Offer voluntary layoffs within the organization.
    a. Voluntary layoffs will occur in order of seniority until the required reductions in the bargaining unit are achieved.
    b. Some layoffs may be postponed to allow for transition of work to individuals with the proper training and qualifications.
    c. Employees opting for voluntary layoff will receive severance as per Article 20.
3. If the required reductions are not achieved through voluntary layoff, the Employer will consult with the Union to discuss the required number and positions identified.
    a. Involuntary layoffs will occur in accordance to Article 19.
4. ~~Involuntary layoffs will occur in both out-of-scope positions and bargaining unit positions.~~
    a. ~~The layoffs will occur in a manner that will keep the proportion of Out-of-Scope layoffs to bargaining unit position layoffs at a proportion of 25:75 (out of scope to in scope).~~

The provisions agreed to in this Letter of Understanding shall come into effect on the date of ratification of the collective agreement and expire on December 30, 2024.

LETTER OF UNDERSTANDING
Re: Contracting Out

1. The Employer will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions. without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.

2. The Employer shall provide the Union with at least ninety (90) days' written notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.

3. The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.

4. During the consultation, the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.

5. The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform.

6. Dispute Resolution:

   a. The application of the consultation process in the Letter of Understanding is subject to Article 11: Grievance Procedure.

   b. The final decision regarding contracting out is not subject to Article 11: Grievance Procedure.

~~7. This Letter of Understanding shall expire December 31, 2021.~~

This Letter of Understanding shall remain in force and effect in accordance with Article 48: Term of Collective Agreement.

The undersigned hereby certify that the Articles and LoU's contained within this package and any previously signed Articles and LoU's form the Tentative Agreement between the parties.

ON BEHALF OF THE EMPLOYER BARGAINING COMMITTEE	ON BEHALF OF THE OF THE UNION BARGAINING COMMITTEE
Director, Human Resources	
Cuticla.	