



COLLECTIVE AGREEMENT

BETWEEN THE

CIVIDA

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 118/011

JANUARY 1, **2022 2025** - DECEMBER 31, **2024 2027**

THIS INGOING PROPOSAL IS MADE ON A WITHOUT PREJUDICE BASIS AND CONTAINS ALL ARTICLES AND LETTERS OF UNDERSTANDING THE UNION SEEKS TO TABLE FOR DISCUSSION AND/OR AMENDMENT. THE POSITIONS IN THIS PROPOSAL ARE PRESENTED AS A PACKAGE AND THE UNION MAY AMEND ANY PART OF THE PACKAGE AND ANY AND ALL POSITIONS UPON NON-ACCEPTANCE. ALL ARTICLES AND LETTERS OF UNDERSTANDING NOT CONTAINED IN THIS PACKAGE ARE PROPOSED AS CURRENT AGREEMENT.

THE EMPLOYER RESERVES THE RIGHT TO TABLE PROPOSALS AT ANY TIME DURING BARGAINING TO ADDRESS MATTERS NOT KNOWN TO THE UNION AT THE TIME OF EXCHANGING INITIAL PROPOSALS.

ERROR AND OMISSIONS EXCLUDED

NUMERICAL TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	1
1	Interpretation	2
2	Application.....	3
3	Management Rights Clause.....	3
4	Union Membership and Dues Check-Off	3
5	Union Recognition.....	4
6	Employee Management Advisory Committee	5
7	Union Stewards.....	6
8	Employer - Union Relations	6
9	Personnel File Clearance.....	6
10	Disciplinary Action.....	7
11	Grievance Procedure	7
12	Time-Off for Union Business	9
13	Notice of Resignation	10
14	Human Resources Policies & Procedures	10
15	Bulletin Boards	10
16	Probationary Appointment.....	10
17	Seniority	11
18	Recruitment, Selection & Appointments.....	11
19	Layoff and Re-Employment	12
20	Position Abolishment	13
21	Classification	14
22	Hours of Work	20
23	Overtime.....	21
24	Call Back Pay	22
25	Standby Duty.....	22
26	Acting Incumbent	23
27	Casual Illness	23
28	General Illness	24
29	Proof of Illness	25
30	Long Term Disability Income Plan	25
31	Workers' Compensation Supplement.....	27
32	Paid Holidays	27
33	Annual Vacation	28
34	Special Leave.....	29
35	Maternity/ Parental/ Adoption Leave	31
36	Leaves of Absence.....	32
37	Pension Plan.....	35
38	Group Insurance	36
39	Supplementary Health Care Plan.....	36
40	Dental Plan.....	37
41	Transportation Allowance	38
42	Work Clothing and Allowances	38
43	THIS ARTICLE INTENTIONALLY LEFT BLANK December Closure.....	38
44	Safety and Health.....	38
45	Educational Leave.....	39
46	Respect in the Workplace	39
47	Salary Implementation	40
48	Term of Agreement	41
<u>Salary Schedule</u>		<u>Page</u>
A	Effective January 1,2022 to December 31, 2024.....	42
<u>Letter of Understanding</u>		<u>Page</u>
1	Article 22 - Hours of Work	52
2	Workload Issues	53
3	Job Security.....	54
4	Contracting Out	55

ALPHABETICAL TABLE OF CONTENTS

Article		Page
26	Acting Incumbent	23
33	Annual Vacation	28
2	Application	3
15	Bulletin Boards	10
24	Call Back Pay	22
27	Casual Illness	23
21	Classification	14
40	Dental Plan	37
10	Disciplinary Action	7
45	Educational Leave	39
6	Employee Management Advisory Committee	5
8	Employer - Union Relations	6
28	General Illness	24
11	Grievance Procedure	7
38	Group Life Insurance	36
22	Hours of Work	20
14	Human Resources Policies & Procedures	10
1	Interpretation	2
19	Layoff and Re-Employment	12
36	Leaves of Absence	32
30	Long Term Disability Income Plan	25
3	Management Rights Clause	3
35	Maternity/ Parental/ Adoption Leave	31
13	Notice of Resignation	10
23	Overtime	21
32	Paid Holidays	27
37	Pension Plan	35
9	Personnel File Clearance	6
20	Position Abolishment	13
	Preamble	1
16	Probationary Appointment	10
29	Proof of Illness	25
18	Recruitment, Selection (Sr Appointments)	11
46	Respect in the Workplace	39
44	Safety and Health	38
47	Salary Implementation	40
17	Seniority	11
34	Special Leave	29
25	Standby Duty	22
39	Supplementary Health Care Plan	36
48	Term of Agreement	41
43	THIS ARTICLE INTENTIONALLY LEFT BLANK December Closure	38
12	Time-Off for Union Business	9
41	Transportation Allowance	38
4	Union Membership and Dues Check-Off	3
5	Union Recognition	4
7	Union Stewards	6
42	Work Clothing and Allowances	38
31	Workers' Compensation Supplement	27

Salary Schedule		Page
A	Effective January 1,2022 to December 31, 2024	42

Letter of Understanding		Page
1	Article 22 - Hours of Work	52
4	Contracting Out	55
3	Job Security	54
2	Workload Issues	53

LEGEND

BOLD, PURPLE New Language

~~STRIKETHROUGH, BLUE~~ Deletions

Amend – date TBD based on Agreement date

PREAMBLE

This Agreement made this ~~5th~~## day of ~~December~~MONTH, A.D.~~2022~~ 2025.

BETWEEN:

CIVIDA

(hereinafter called "the Employer")

OF THE FIRST PART

and

The Alberta Union of Provincial Employees, Local 118/011,
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS the Union has the sole right to negotiate on behalf of the Employer's said Employees;

AND WHEREAS the Parties are mutually desirous of entering into an Agreement as defined in the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Parties herein mutually covenant and agree with each other as follows:

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

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 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 twelve (12) months.

In the case of maternity leave coverage, **long-term disability coverage, and/or job protected leaves** 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. "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 fast 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 2
Application

- 2.01 The Employer and the Union agree that the terms and conditions of employment and pay rates as set out herein shall not be changed during the life of this Agreement except by written mutual agreement between the Parties.
- 2.02 In the event any provision of this Agreement is in conflict with any present or future Statutes of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Agreement.

CURRENT

ARTICLE 3

Management Rights Clause

- 3.01 The Union recognizes that all functions, rights, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 3.02 The Employer will exercise its rights in a manner that is professional, fair and reasonable in the circumstances, and in accordance with the collective agreement.

CURRENT

ARTICLE 4

Union Membership and Dues Check Off

- 4.01 All Employees covered by this Agreement shall apply for membership in the Union within thirty (30) days of the date of employment, as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.
- 4.02 Notwithstanding the generality of the above, all Employees covered by this Agreement shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of the Union Dues as set by the Union from time to time from the pay of all Employees covered by this Agreement. Union Dues shall be pro-rated for Employees regularly working less than full-time.
- 4.03 The Employer shall remit Union Dues deducted from the pay of all Employees to the Union by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- Particulars, identifying each Employee shall also be provided monthly together with the amount deducted from each member along with the following information;
- (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) department;
 - (k) site;
 - (l) dues deducted;
 - (m) gross earnings; and
 - (n) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months; and
 - (o) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.
- 4.04 The Union agrees that for purposes of this Article, all Employees are members of the Union except those who have voluntarily opted out in accordance with Clause 4.01.

- 4.05 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 Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 4.06 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with a copy of the Collective Agreement.

CURRENT

ARTICLE 5
Union Recognition

- 5.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Agreement.
- 5.02 The Employer shall not enter into any separate Agreement(s) with an Employee or group of Employees covered by this Agreement that contravenes the terms or conditions of employment contained in this Agreement or the intent of this Agreement without the prior written approval of the Union.
- 5.03 Employees excluded from the bargaining unit will not perform work normally assigned to the bargaining unit Employees except in emergency situations, for the purposes of training Employees in the bargaining unit or in order to meet vacation requirements of the Employer. The Employer will not reduce the regular and overtime work of bargaining unit Employees by exercising the above provisions.
- 5.04 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or lawful activity in the Union.
- 5.05 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing, nor shall such an insignia be displayed on the Employer's equipment or facilities.
- 5.06 The Union will exercise its rights in a manner that is professional, fair and reasonable in the circumstances, and in accordance with the collective agreement.

CURRENT

ARTICLE 6

Employee Management Advisory Committee

- 6.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee consisting of six (6) persons, three (3) of whom shall represent the Employer and three (3) of whom shall be Employees representing the Union.
- 6.02 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 6.03 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Chapter from time to time.
- Every effort will be made by the Parties to schedule this Committee meeting during an appointed Employee's regular working hours. When it is not possible to scheduled the meetings during a time when the Employee is scheduled to work, an Employee who attends an EMAC meeting shall be paid at the applicable hourly rate of pay.
- 6.04 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 6.05 The representative of the Employer and the elected representative of the Union shall alternate as Chairman on EMAC.
- 6.06 EMAC shall meet at a mutually acceptable hour and date, and at least monthly. Either elected representative may request a special meeting to deal with urgent matters.
- 6.07 It is the function of EMAC to consider matters of mutual concern including working conditions and workload demands affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 6.08 Either the Employer or the Union may have experts or advisers present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem, but such persons shall not have the right to vote. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisers.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

**ARTICLE 7
Union Stewards**

- 7.01 The Employer recognizes the right of the Union to elect Employees as Union Stewards to act on behalf of Employees in conformance with the provisions of this Agreement.
- 7.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of Employees at the workplace. Time off for Union Steward training shall be granted except where operational requirements arise. The Union shall provide a list of eligible Stewards to the Employer **and will notify the Employer in writing of any updates or changes to this list.**
- 7.03 Employees may be represented by a Union Steward and/ or Union Staff Member at any step of the Grievance Procedure.
- 7.04 The Employer recognizes the Union Stewards as official representatives of the Union.
- ~~7.05 A currently maintained list of Union Stewards shall be supplied to the Employer by the Union.~~
- 7.065 The Employer agrees to allow a Union member, designated by the Union, a period of forty-five (45) minutes to speak to new Employees regarding the Union, on or around their first day of work.

CURRENT

ARTICLE 8

Employer - Union Relations

- 8.01 The Employer will grant Union Staff Members access to its premises when negotiating or participating in committees with representatives of the Employer, or when investigating a grievance at a mutually agreed upon time.
- 8.02 The Employer agrees that access to an Employee's Personnel File shall be provided to the Employee, or their authorized Union Representative, four (4) times in each year and in the event of grievance. The Employee may request a representative of the Union to be present at the time of such examination.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 9

Personnel File Clearance

- 9.01 An Employee who has been subject to disciplinary action may after ~~fifteen~~ **twenty four (24)** full months of **continuous service** from ~~the latter of,~~ the date the disciplinary measure was invoked, or, if suspended, the suspension completed, request that their official personnel ~~the Employer shall remove any record of the disciplinary action from the official personnel file, providing the Employee's file does not contain any further record of disciplinary action, during that period,~~ **file be cleared of any record of the disciplinary action. Such requests will be granted providing the Employee's file does not contain further record of disciplinary action during that period.** The Employer will **then** confirm in writing to the Employee eligible to have their record cleared, that such action has been effected.
- 9.02 Timeline outlines in Article 9.01 will be suspended during any period of absence of thirty (30) days or greater.
- 9.03 When an Employee has grieved a disciplinary action and the grievance procedure or arbitration has allowed the grievance or has substituted a penalty, the Employee's file shall be amended to reflect the change

THE EMPLOYER WISHES TO DISCUSS

ARTICLE 10 Disciplinary Action

- 10.01 When the Employer takes disciplinary action against an Employee, such action will be undertaken within ten (10) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. That Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all written reprimands or written notices of disciplinary action.
- 10.02 In the event the Employer determines it is necessary to conduct an investigation, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known unless the Employer believes that there is a safety risk to the public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the investigatory discussion.
- 10.03 In an interview related to disciplinary action, an Employee shall be entitled to have a Union Steward or a Membership Services Officer (MSO) present at the interview. In the event that the meeting was not specified as a disciplinary interview, the Employee may suspend the interview if the Employee determines that it is disciplinary in nature, until the Employee has a Union Steward present.
- 10.04 No Employee shall be disciplined or dismissed except for just cause.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 11 Grievance Procedure

11.01 **NEW** Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration. A grievance shall be categorized as follows:
- (i) An individual grievance is a difference affecting one (1) Employee. Such grievance shall be initiated at the appropriate level of the grievance procedure as outlined in clause 11.02;
- (ii) A group grievance is a difference affecting two (2) or more Employees, seeking the same redress. Such grievance shall be initiated in the same manner as an individual grievance as outlined in Clause 11.02. A group grievance shall list all Employees included in the grievance; or
- (iii) A policy grievance is a difference that seeks to enforce an obligation of the Employer to the Union or the Union or its members to the Employer. A policy grievance shall not be about an obligation that may or could have been the subject of a grievance by an Employee
- (b) At each step of the Grievance Procedure, the Employer's Representative and the Union Representative shall exchange all particulars known to them and related to the issue in dispute that would assist in resolving the grievance.
- (c) All grievances between the Employer and the Union concerning the interpretation, application, operation or an alleged violation of this Agreement shall be referred to **Step 3 Level III** below.
- ~~11.09~~ (d) A Probationary Employee may only grieve dismissal through **Step- Level I** to III inclusive of the Grievance Procedure.

11.02 Grievance Process

An Employee and their manager will attempt to resolve differences through informal means, where possible, prior to proceeding with a written grievance. A Union Steward, at the request of the employee, may accompany and assist the Employee at this step. ~~In the event of any grievance arising out of this Collective Agreement between the Employer and an Employee it shall be settled by following the procedures set out below:~~

- (a) **Step-1 Level I** If the matter is not resolved in the informal discussion an Employee who wishes to pursue a grievance, must submit a written signed statement of the grievance and the redress sought ~~it in writing~~ to the immediate Manager of the Employee within ten (10) working days from the date on which the subject of the

grievance occurred or at the time the Employee first became aware that a grievance had allegedly occurred. The immediate Manager and Employee shall meet ~~within five (5) working days~~ and endeavor to resolve the difference. The immediate Manager ~~from the date of this meeting~~ shall respond **by submitting a written reply to the Employee, with a copy to the Union** within **ten (10) five (5)** working days **from the receipt of the Level I grievance**, ~~by submitting a written reply to the Employee, with a copy to the Union.~~

(b) Step 2-Level II - **If no satisfactory settlement is reached in Level I, and the Employee wishes to proceed with their grievance** ~~When an Employee is not satisfied with the answer or settlement,~~ the grievance shall be forwarded in writing within five (5) working days **of the date of the written decision of the Manager referred to in Level 1** to the Director of the Employee's division or their authorized alternate. The Director or their authorized alternate, the Employee and the Union Steward shall meet ~~within five (5) working days~~ and endeavor to resolve the grievance. The Director or their authorized alternate ~~from the date of this meeting~~ shall respond **by submitting a written reply to the Employee, with a copy to the Union** within **ten (10) five (5)** working days **from the receipt of the Level II grievance**, ~~by submitting a written reply to the Employee, with a copy to the Union.~~

(c) Step 3-Level III **If no satisfactory settlement is reached in Level II, and the Employee wishes to proceed with their grievance** ~~When an Employee is not satisfied with the answer or settlement,~~ the grievance shall be forwarded in writing **within five (5) working days of the date of the written decision of the Director or their authorized alternate referred to in Level 2** to the Chief Executive Officer or their authorized alternate ~~within five (5) working days.~~ The Chief Executive Officer or their authorized alternate, the Employee, a Union Steward and a Union Staff Member shall meet ~~within five (5) working days~~ and endeavor to resolve the grievance. The Chief Executive Officer or their authorized alternate shall **respond by submitting a written reply to the Employee, with a copy to the Union** within **fifteen (15) ten (10)** working days **from the receipt of the Level III grievance of the date of the meeting, submit a written reply to the Employee, with a copy to the Union.**

(d) Step 4 Level IV If the grievance remains unresolved, the dissatisfied Party may forward the matter to an Arbitration Board. Such reference shall take place within ten (10) working days of the receipt of the reply provided for in **Level III Step-3**. The Arbitration Board will be comprised of one (1) member appointed by the Employer, one (1) member appointed by the Union and a neutral Chairman appointed by the members. Each party shall bear the expenses of their appointee and the expenses of the Chairman shall be shared equally by the Parties. If either Party fails to appoint a member or if the appointed members cannot agree on a neutral Chairman, such appointment shall be made in accordance with the "Code".

11.02-11.03 The time limits between levels or the time limits to initially file a grievance may be extended by mutual agreement between the Employer and the Union but such agreement shall be in writing. In the case of a difference arising from demotion, suspension or dismissal, it shall initially be presented at **Level III Step-3** of this Article.

11.03-11.04 In the event the initiator of the grievance fails to follow the procedure and time limits established in the **Levels Steps** of the Grievance Procedure, the grievance shall be deemed to be abandoned.

- ~~11.04~~ **11.05** If the recipient of the difference fails to respond within the time limits prescribed in the Grievance Procedure, the grievance may advance to the next applicable **Levels Steps** of the Grievance Procedure.
- 11.05** ~~A group grievance may be initiated by more than one (1) Employee provided that all Employees are grieving the identical issue.~~
- 11.06 As an alternate procedure to that outlined in Article 11.02 commencing at Article 11.02 **Level III Step 3**, the following procedure shall be used if mutually agreed upon in writing between the Employer and the Union:
- (a) Steps described in 11.02 shall apply.
 - (b) If the matter of grievance is not settled within ten (10) working days, it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.
 - (c) Should the Employer and the Union fail to agree upon the appointment of a single Arbitrator, the appointment shall be made by the Minister of Labour.
 - (d) The costs of and in connection with the single Arbitrator shall be borne equally by the Employer and the Union.
- 11.07 The Arbitration Board or single Arbitrator shall not have any power to alter, amend or change, in any way, the provisions of this Agreement, or to substitute any new provisions for any existing provisions but may substitute any penalty imposed on the grievor.
- 11.08 The Arbitration Board or single Arbitrator shall be vested with authority to decide whether any matter referred to is arbitrable. It shall make its decision within thirty (30) days of the appointment of the Chairman or single Arbitrator. By mutual consent of the Parties the time limit may be extended.
- 11.10 A grievance shall not be presented on classification matters, or any other matters where an appeal procedure is already provided elsewhere in this Agreement.
- 11.11** **In an effort to support a harmonious working relationship between the Union and Employer, both parties may agree to a discussion on a without precedent basis in order to endeavor for a mutually agreeable resolution.**

CURRENT

ARTICLE 12 Time-Off for Union Business

- 12.01 Time-off from work without loss of regular earnings will be provided on the following basis:
- (a) The grievor and/ or one (1) Union appointee for time spent in discussing grievances with representatives of the Employer as outlined in the Grievance Procedure.
 - (b) Union appointees not to exceed three (3) in number for time spent in Employee Management Advisory Committee meetings with representatives of the Employer.
- 12.02 Time off without pay shall be granted to an Employee for any of the following reasons once in any calendar month:
- (a) Members selected as representatives of the Union to attend Union Conventions or Seminars; and
 - (b) Members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated; and
 - (c) Members elected to the Provincial Executive of the Union to attend Provincial Executive meetings normally held once every two (2) months; and
 - (d) Members appointed to Standing Committees of the Union. Union leave under Article 12.02 may be denied due to operational requirements.
- 12.03 Time-off without pay shall be granted to the members of the Union Negotiating Committee, not to exceed four (4) in number, for:
- (a) preparatory meetings during negotiations.
 - (b) time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement.
- 12.04 To facilitate the administration of this Article, the Employer shall, for a fee of 15% of the invoice total, grant the leave of absence with pay and invoice the Union for salary and benefits paid to the absent Employee.
- 12.05 Time off for Union business shall be granted except where operational difficulty will arise. When requesting time off for union business, Employees shall provide a minimum of ten (10) work days' notice; consideration shall still be given in cases where the ten (10) days' notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a regular bases in respect to the date of return.
- 12.06 Notwithstanding the provision of this Article, the Employer may refuse to grant time off where serious disruption of work or difficulty will arise, however, time-off will not be unreasonably denied.

CURRENT

ARTICLE 13
Notice of Resignation

- 13.01 An Employee is required to provide the Employer with ten (10) work days' prior written notice of resignation if required, by the Employer, if the Employee wishes to resign in good standing.
- 13.02 An Employee who absents themselves from their employment and who has not informed the Employer, shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented them from reporting to their place of work
- 13.03 An Employee who leaves the employ of Civida shall receive their wages and vacation pay to which the Employee is entitled within a reasonable period of time but no later than the next regular pay day following the day on which employment is terminated.

CURRENT

ARTICLE 14

Human Resources Policies and Procedures

- 14.01 A copy of the Human Resources Policies and Procedures and amendments issued by the Employer shall be posted on the intranet. Such regulations and procedures shall be consistent with the provisions of this Agreement.

CURRENT

**ARTICLE 15
Bulletin Boards**

- 15.01 The Employer will provide specific virtual and physical bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for posting Union information directed to its members.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 16

Probationary Appointment

- 16.01 The probationary period is the initial period of employment which shall be **a twelve (12) month continuous working period.** ~~one hundred and eighty (180) consecutive calendar days.~~
- 16.02 A probationary Employee shall commence coverage for benefits in accordance with Articles 28, 30, 34, 38, 39, and 40 of this Collective Agreement after the completion one hundred and eighty (180) consecutive calendar days.
- NEW16.03 If a Probationary Employee or Temporary Employee is promoted or transfers to another position, they shall be required to commence and serve a new probationary period of one hundred and eighty (180) consecutive calendar days, but the period shall not affect the benefit entitlement in 16.02 above.**
- 16.04** By mutual agreement between the Employer and the Union, the Probationary period may be extended beyond one hundred and eighty (180) calendar days to a maximum of two hundred and seventy (270) calendar days, but the extension shall not affect the benefit entitlement in 16.02 above.
- 16.05** The Employer may choose to waive the Probationary period.
- 16.06** An Employee shall be advised in writing of the completion of the period of probation.

CURRENT

ARTICLE 17
Seniority

- 17.01 Seniority shall be established on the basis of an Employee's service with the Employer commencing with their date of employment. During any period of leave of absence without pay in excess of thirty (30) calendar days, an Employee shall cease to accrue seniority for the whole of the period of leave of absence.
- 17.02 An Employee shall lose their seniority in the following circumstances:
- (a) if the Employee is dismissed and is not reinstated,
 - (b) if the Employee voluntarily resigns,
 - (c) if the Employee is laid off for a period in excess of six (6) months.
- 17.03 Notwithstanding Clause 17.02, total service of an Employee shall be calculated for vacation entitlement for an Employee re-employed by the Employer within six (6) months of resignation or termination.
- 17.04 Seniority shall be considered in determining.
- (a) layoffs and recalls, subject to the provisions specified in Article 19: Layoff and Re-Employment;
 - (b) transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 18: Recruitment, Selections and Appointments.

CURRENT

ARTICLE 18

Recruitment, Selection and Appointments

- 18.01 In making promotions, filling job vacancies and filling new bargaining unit positions, preference will be given to internal candidates. Selections will be based on job knowledge, experience, education, skills, ability to supervise if applicable, and other relevant attributes. Where these skills are relatively equal, seniority will be the determining factor.
- 18.02 Notice outlining details of available Regular Full-time, Regular Part-time, and Temporary bargaining unit positions over six (6) months in duration will be posted electronically for a minimum period of five (5) working days prior to filling the vacancy. Employees will receive email notifications of such postings.
- Regular Full-time or Regular Part-time bargaining unit positions that have become vacant may be filled immediately by a Temporary Employee until the conditions of this Article have been complied with.
- A copy of the posting will be provided to the Union. The posting shall contain the following information:
- (a) classification;
 - (b) qualifications;
 - (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);
 - (d) full-time equivalency;
 - (e) range of rate of pay in accordance with the Collective Agreement; if a temporary position, the anticipated duration of the position.
- 18.03 The Employer may fill a vacant regular bargaining unit position by transferring an Employee who is already in the same classification as the vacant position.
- 18.04 Candidates who are unsuccessful on a competition, but are deemed to be qualified for the position, may be considered for positions in the same or lower classification for a period of six (6) months. Using these qualified candidates, based on their ranking, to fill additional vacancies that may occur within the six (6) month period and shall not be deemed a violation of this Article.
- 18.05 An Employee who has been promoted or transferred to another position may be required to serve a trial period to determine their suitability for the new position. The trial period shall be no more than one hundred and eighty (180) calendar days, or such shorter period as approved by the Director of Human Resources. During the trial period, the Employee may return, or be returned to their former position or to another similar position for which the Employee is qualified at their former salary.
- 18.06 An Employee who is promoted to a position with a higher salary assignment shall be paid a rate in the more senior position which is at least three percent (3%) higher than their present salary. The Employee's anniversary date for salary purposes shall not change.
- 18.07 An Employee who is successful in a competition for a position with a lower salary assignment shall be paid at a rate in the new position that is at the same step as they were at in the position they are leaving.

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 email 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.

**THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE
AMENDMENTS**

AMEND

ARTICLE 21
Classification

21.01 Classification System

The Employer agrees to maintain a Classification System and, **upon request by the Union**, provide the **relevant** information to the Union, **including job descriptions and organizational charts. 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.

21.043 New or Altered Position

~~21.03~~ The Employer, **at its discretion**, may establish new **job classifications or alter existing job classifications as the need arises and set salaries** ~~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 **to the Union** of any **potential change(s) to the bargaining unit or to the terms and conditions of**

~~employment to the Union Representative (Classification), and Chapter Chairperson.~~

~~21.04 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) **If, after consultation with the Employer, the Union objects to the proposed compensation the Union shall serve written notice on the Employer within twenty one (21) calendar days of the date the Union received the notice referred to above**

~~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.

21.04 When the Union fails to process the issue within the time limits specified in 21.02 the issue will be deemed to have been abandoned.

21.065 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, **until it falls within the salary range of the new classification. if the current salary assignment exceeds the pay grade of the bargaining unit position.**

~~21.056~~ ~~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.~~

21.076

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 Director of Human Resources within twenty-one (21) calendar days following the date the decision was communicated.

(e) Director of Human Resources Review

The 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) 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.

(e) External Review

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 equally shared 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.

21.06 Exclusions and Inclusions (Discuss separating into separate Article)

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.

21.07 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).

21.08 Transitioning Positions Clarify Interpretation of Timelines

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

(c) Any Employee 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 Clarify Interpretation

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.

21.09 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;
- (b) Position Description;
- (c) Organizational Chart;
- (d) Encumbered or unencumbered;
- (e) Employee information, if encumbered.

21.10 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.

~~21.12 Classification System Maintenance~~

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

~~(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:~~

- ~~(i) Job Descriptions. Shall include duties of position, classification allocation, classification title, and working title.~~
- ~~(ii) Organizational Charts. Shall include current position titles, classification allocation.~~
- ~~(iii) Classification System Methodology. Shall include specific methodology and justification for classification ratings.~~

~~(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.~~

CURRENT

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 by 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 Civida 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.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

**ARTICLE 23
Overtime**

- 23.01 An Employee may occasionally be required to work extra time immediately following dosing 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 (1 1/2) 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 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.**
- 23.05 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.
- 23.06 All overtime shall be calculated to the nearest one-quarter (1/4) hour.
- 23.07 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.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

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 An Employee who is called back to work on a Paid Holiday, in accordance with Clause 32.01, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater
- 24.05 There shall be no compensation for time spent in travelling if the call back is contiguous with a normal working period hours .
- 24.06 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 25
Standby Duty.

- 25.01 Standby Duty shall be defined as:
- (a) being designated to receive emergency calls and arrange for required response, or,
 - (b) being requested to be immediately available to return to work, during a period of which the Employee is not on regular duty.
- 25.02 Where an Employee is designated to be on standby duty as defined in 25.01 the Employee shall be paid the amount of one-half (1/2) hour at their regular rate of pay for each four (4) hours or portion thereof on standby duty subject to 25.03, and forty-five (45) minutes pay for each four (4) hours standby or portion thereof on a day of rest or a day designated as a Statutory Holiday.
- 25.03 When an Employee, while on standby duty, fails to be available as per 25.01(a) or 25.01(b), no compensation shall be granted for the total standby period.
- 25.04 An Employee designated for standby duty shall be provided with a mobile device and shall be able to report for duty as quickly as possible if notified. The cost of such device shall be assumed by the Employer.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 26
Acting Incumbent

- 26.01 When an Employee is authorized by the Employer to perform the majority of a higher classifications duties on a job covered by this Agreement with a higher pay assignment in excess of ~~one (1) working day~~ **five (5) working days**, the Employee shall be paid in addition to their regular salary, an amount of eight percent (8%) each day for the full period worked up to the maximum daily rate of pay for the incumbent position.
- 26.02 **Acting pay will not exceed the pay range maximum for the position in which the Employee is acting.**

THE EMPLOYER WISHES TO DISCUSS

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 any one (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 (11) 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.

THE EMPLOYER WISHES TO DISCUSS

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.
- Such reinstatement shall only occur where an Employee has not taken

- (b) 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.

CURRENT

ARTICLE 29
Proof of Illness

- 29.01 The Employee may be required to provide proof of illness upon request.
- 29.02 The Employer shall require 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 fifty dollars (\$50.00) upon providing proof of payment.
- 29.03 The Employer may require that an Employee be subject to an independent medical examination
- (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.

THE EMPLOYER WISHES TO DISCUSS

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 Cividia Employee at the time of commencement of absence pursuant to Clause 30.03, up to a maximum benefit of seven thousand dollars (\$7,000.00) 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 30.06.
- 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 Cividia 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 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.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 31

Worker's Compensation Supplement

- 31.01 If a Regular Full-Time or Regular Part-Time Employee sustains an injury in the course of their duties with the Employer, which causes them to be absent from work and as a result is eligible to receive Workers' Compensation, the Employee shall be paid their regular full salary for a maximum of eighty (80) working days.
- 31.02 If the Employee has not returned to work due to injury at the end of the eighty (80) working days period, the Employee shall then be paid according to the rate prescribed by the *Workers' Compensation Act* and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 31.03 The eligibility period specified in 31.01 shall not apply in the event of a reoccurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period, in which case the unexpended period of eligibility may be applied.
- 31.04 When a day designated as a paid holiday under Article 32 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect to that day.
- 31.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 31.01.
- 31.06 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 31.01 is participating in Employer's Long Term Disability Income Plan, Pension Plan, Supplementary Health Care Plan, Group Life Insurance Dental Plan, shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Articles 30, 37, 38, 39, 40.**
- 31.07 An Employee's vacation entitlement may be reduced in accordance with Clause 33.04 of Article 33 - Annual Vacation.**

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

**Move Christmas floater days to their own article*

**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
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Christmas Floater (3-Days)
Civic Holiday(1 day)	National Day for Truth and Reconciliation
Family Day	

~~(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 29th, 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 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

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.

**THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS
AMEND**

**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.
 - (g) Vacations may be carried over from one (1) vacation period to the next upon mutual agreement of the Employee and Employer.
- 33.03 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.

33.04 Reduction of Entitlement

If an Employee is granted leave with or without pay or is absent on authorized leave of absence, shall not accumulate vacation entitlements as follows:

- (a) Immediately upon commencement of the unpaid leave of absence; or,**
- (b) After the first the forty (40) consecutive working days of Article 28 General Illness, or absence on Workers' Compensation.**

THE EMPLOYER WISHES TO DISCUSS

Discuss 34.03 – should refer to ‘employment year’ not ‘calendar year’ for consistency

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~~ **employment year** unless additional special leave is approved by the Employer. Special leave not utilized in any ~~calendar year~~ **employment 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 35

Maternity/ Parental/ Adoption Leave

35.01

Maternity Leave

A pregnant Employee who has completed ninety (90) days of continuous employment shall provide four (4) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice. Maternity leave may be granted at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. Maternity leave shall not exceed sixteen (16) weeks.

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, 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.

Parental Leave

An Employee who has completed ninety (90) days' continuous employment shall, with at least four (4) weeks' written notice, be granted leave without pay and benefits for the purpose of adopting a child, or for parenting duties following the birth of a child. In the extenuating circumstances where such notice cannot be provided, the Employer will accommodate the request for leave. Parental leave shall 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.

- (a) 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 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.
- (b) 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.
- (c) An Employee on maternity leave or parental leave shall provide the Employer with at least four (4) weeks' notice of readiness to return to work. The Employer may accept a shorter period of notice in exceptional circumstances, 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.(d) 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 19 Layoff and Re-Employment will be applied.

- 35.02 If during the granted maternity leave an Employee is unable to work due to a valid health reason related to their pregnancy, this shall be considered as a valid health related absence covered by Article 28 and Article 30 of this Agreement, but subject to Article 35.03 and Article 29.02.
- 35.03 In place of illness benefits provided in Article 28 of this Agreement, the Employer may provide a Supplemental Employment Benefits Plan (SEB Plan) to eligible Employees. The weekly benefit level paid for a period of up to sixteen (16) weeks will be equivalent to that which the Employee would be eligible to receive under the provisions of Article 28 of this Agreement up to ninety-five percent (95%) of the Employee's normal salary less the amount the Employee is eligible to receive from the Canada Employment and Immigration Commission.
- 35.04 An Employee granted maternity leave shall have their salary, sick leave, vacation entitlement and accrued seniority protected as though they had been continuously employed, subject to a reduction of vacation entitlements during periods of unpaid Maternity Leave. The Employer will protect the Employee's position or an equivalent position. A Regular Full-Time or Regular Part-Time Employee who resigns for maternity reasons and accepts re-employment with the Employer within six (6) months, shall have their previous years of service counted towards their sick leave and vacation entitlements.
- 35.05 An Employee, who at the commencement of leave under Article 35.02 is participating in the plans outlined in Articles 30, 37, 38, 39, and 40, shall have continued coverage for the total period the leave has been granted. Premium contributions, both Employer and Employee, shall be continued.
- 35.06 Maternity Leave shall not be unreasonably denied.
- 35.07 The SEB (Supplemental Employee Benefits) Plan referred to herein shall not be changed or altered without prior approval of the Union
- 35.08 An Employee shall be entitled to adoption and parental leave in accordance with the provisions of the Employment Standards Code.
- 35.09 An Employee shall be entitled to compassionate care leave in accordance with the provisions the *Employment Insurance Act* and its Regulations.

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

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:
 - 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
- (iii) 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. 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.

CURRENT

**ARTICLE 37
Pension Plan**

- 37.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating full-time Employees in accordance with the regulations of the Plan.
- (b) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible part-time Employees who request enrollment in the plan in accordance with the regulations of the Plan.
- 37.02 The Employer shall distribute to all Employees brochures and other relevant materials outlining the Plan upon hiring and when there are changes to the Plan.

CURRENT

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.

THE EMPLOYER WISHES TO DISCUSS

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 (1/2) the cost, of a family plan, or
 - (ii) one-half (1/2) 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 Sunlife Plan as at November 1, 2022.
- 39.04 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.
- 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.

THE EMPLOYER WISHES TO DISCUSS

**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 Civida Dental Plan as provided through the Sun Life Financial Plan as at 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.

CURRENT

ARTICLE 41

Transportation Allowance

41.01 Where an Employee is required to use their own vehicle to carry out the Employer's business, the Employee shall be entitled to claim reimbursement equivalent to the automobile allowance rates recommended by the Canada Revenue Agency for kilometers traveled on authorized Employer business.

Employees required to be insured for business use of a motor vehicle shall be reimbursed for the full amount of the applicable business premium or five hundred dollars (\$500.00) annually whichever is the lesser.

41.02 The Employer shall pay all parking fees incurred by Employees while carrying out the Employer's business when approved. Receipts are to be obtained whenever possible. Article 41.02 does not apply to parking at the primary work location.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 42

Protective Clothing and Personal Protective Equipment ~~Work Clothing and Allowances~~

42.01 Protective clothing and safety equipment shall be provided by the Employer as required by the Occupational Health and Safety Act and Regulations thereto, at no cost to the Employee.

~~Where the Employer determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided and replaced as required.~~

~~Protective clothing and safety equipment shall be supplied by the Employer as required by the *Alberta Workers' Compensation Act* and the Regulations thereto.~~

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 43

This article intentionally left blank

DECEMBER CLOSURE

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 29th, 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.~~

43.01 It is understood that December Closure will result in closure of the Employer offices as outlined below:

- (i)** When Christmas Day falls on a Sunday, the December closure will occur on December 28, 29 and 30;
- (ii)** When Christmas Day falls on a Monday, the December closure will occur on December 27, 28 and 29;
- (iii)** When Christmas Day falls on a Tuesday, the December closure will occur on December 27, 28 and 31;
- (iv)** When Christmas Day falls on a Wednesday, the December closure will occur on December 27, 30 and 31;
- (v)** When Christmas Day falls on a Thursday, Friday or Saturday, the December closure will occur on December 29, 30 and 31;

43.02 An Employee obliged in the course of duty to work on a December floater day(s) shall receive a day in lieu within six (6) months either before or after the Christmas floater days. **Article 24 Call Back Provisions shall not apply.**

THE EMPLOYER WISHES TO DISCUSS

Fix Title

ARTICLE 44

Safety and Health Health and Safety

- 44.01 Both Parties to this Agreement will co-operate to the fullest extent in the matter of Employee health and safety programs.
- 44.02 Both Parties will have equal representation on a joint Health and Safety Committee. The Committee mentioned herein should not exceed a maximum of four (4) Employees and four (4) Management Representatives. The Employees shall be designated by the Union,
- 44.03 The Employer agrees to comply with the *Occupational Health and Safety Act of Alberta* and regulations thereto.
- 44.05 The Employer shall provide each Employee with Occupational Health and Safety information sessions which will consist of Employee rights, hazards of the job, and information on refusing unsafe work.
- 44.06 The Employer shall have a policy in place to support a working alone safety plan which adheres to the Occupational Health and Safety legislation.

CURRENT

ARTICLE 45
Educational Leave

45.01 Any Regular Full-Time or Regular Part-Time Employee is eligible to apply for an unpaid educational leave of absence to accommodate full time studies.-

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

ARTICLE 46

Respect in the Workplace

- 46.01 The Employer, Union and Employees are committed to providing a safe and **respectful healthy** workplace ~~which supports a respectful and diverse work place that is free of where discrimination, bullying, harassment, gender-based harassment and violence are not tolerated. harassment and or discrimination. All parties shall support and promote a culture of trust, dignity and respect which shall be demonstrated through professional conduct and positive client service relations.~~
- 46.02 There shall be no discrimination, **harassment**, ~~restriction or~~ coercion **or interference exercised or practiced in respect of any Employee** by either Party by reason **defined in 46.03 (a)** ~~age, gender identity, gender expression, family status, source of income, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital 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.
- 46.03 **Discrimination, Workplace Bullying, Workplace Harassment, Workplace Gender-based Harassment, and Workplace Violence are defined as follows:**
- (a) **Discrimination:** means any act, omission or threat, or any policy, practice or term of employment, which directly or indirectly causes differential treatment of, or otherwise adversely affects, an employee or prospective employee in the course of employment or applying for employment, and the act or practice is based on the statutorily protected or prohibited ground under the human rights legislation applicable to the Workplace of the employees involved, including race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or any other person.
 - (b) **Bullying:** a repeated pattern of behaviour that intimidates, offends, degrades, or humiliates a particular person or group – the bully's target. Although it can include physical abuse or the threat of abuse, bullying usually causes psychological and emotional rather than physical harm.
 - (c) **Harassment:** means any inappropriate conduct, comment, display, action, or gesture by a person that is:
 - (i) Based on statutorily protected or prohibited ground under the particular human rights, health and safety or similar legislation applicable to the Workplace of the employees involved,
 - (ii) A form of bullying or personal harassment, which involves either:

- Repeated conduct, comment, display, action, or gesture, or
- A single, serious occurrence of conduct, comment, display, action, or gesture, that has a lasting harmful effect, that adversely affects the employee's psychological or physical well-being and that the person knows or ought to reasonably know would cause the employee to be humiliated or intimidated; or
- A form of sexual harassment, which includes conduct, comment, display, action, gesture or contact of a sexual nature that is likely to cause offence or humiliation to the employee or that might, on reasonable grounds, be perceived by that employee as a condition of employment or an opportunity for training or promotion.

(d) Gender-based Harassment is harassment, including violence, that is committed against someone because of their gender identity, gender expression of perceived gender. It may be physical or non-physical and may be an attempt to make the target feel unwelcome in their environment

(e) Violence: means any action, conduct, threat, or gesture by one individual toward another in the Workplace that could reasonably cause physical or psychological harm, injury or illness, and includes sexual violence. Discrimination and harassment may constitute violence.

~~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 offense 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 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.~~

- 46.04
- (a) 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.
- (b) Notwithstanding where the Employer becomes aware of a potential issue of harassment the Employer shall commence an investigation into the matter whether or not a complaint has been brought forward.

46.05 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. If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge in accordance with article 10.

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.

46.06 The Employer shall maintain and implement policies on workplace harassment, duty to accommodate and respect in the workplace. If the Employer makes any changes or modifications to such policies, the Union will be duly notified.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

Date to align with new 3 year term

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, 2025 to December 31, 2027**

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.

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

AMEND

Date to align with new 3 year term

ARTICLE 48

Term of Agreement

48.01 This Collective Agreement including appendices shall remain in force until December 31, 2027, 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, 2027, 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
Civida
10232 -112 Street
Edmonton, Alberta T5K 1M4

and in the case of the Union to:

The President
The Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, Alberta T5S 0P7

THE EMPLOYER WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

Employer would like to discuss the current LOUs associated with new positions/changes in classification and would like to have those included in the salary schedule

SALARY SCHEDULE

The following increases will be applied to the Salary Schedule in effect December 31, 2024. January 1,

2025 – 2 % increase

The following increases will be applied to the Salary Schedule in effect December 31, 2022. January 1,

2026 - 2 % increase

The following increases will be applied to the Salary Schedule in effect December 31, 2023. January 1,

2027 – 1.75 % increase

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.

CURRENT

**LETTER OF UNDERSTANDING #2
RE: Workload Issues**

The Parties recognize the importance of discussions regarding workload.

1. An Employee has the right to file a written concern regarding workload directly with the Manager, or designate. A meeting between the Employee, and a Union Rep if requested, and the Manager, or designate will take place to discuss the specifics and attempt to resolve the concerns.
2. Should the Manager and the Employee be unable to resolve the concern within twenty-one (21) days, the following steps may occur:
 - a. The matter may be referred to the Director of the area;
 - b. and if still not resolved within a further twenty-one (21) days, then the matter may be referred to the Chief of the area; and
 - c. If the matter is still not resolved within a further twenty-one (21) days, it may then be referred to the Chief Executive Officer.
3. At each stage of the process the Employer shall provide a written response to the issue.
4. Workload complaints filed under this Letter of Understanding are not subject to the Grievance Procedure, but the process is grievable.

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

EXPIRED

LETTER OF UNDERSTANDING #3
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.

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, 2021.

CURRENT

**LETTER OF UNDERSTANDING #4
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.

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

THE EMPLOYER WISHES TO DISCUSS

LETTER OF UNDERSTANDING

RE: ARTICLE 22 – Hours of Work

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

Where, because of operational requirements, an Employee in the following classification:

Classification	Custodian, AM I
	Maintenance Technician, AM 4
	Plumber, AM IV
Employed prior to 8 July 2024	Employees shall have the first right of refusal
Employed after 8 July 2024	And who is scheduled

by the Employer to work shifts that fall outside of the regular flextime hours of work between 7:30am - 5:30pm, that Employee shall receive two dollars and seventy-five cents (\$2.75) per hour for working a shift where more than two and a half hours of such fall between 1:00 p.m. and 9:00 p.m.

For the purposes of this agreement, a shift refers to the daily equivalent of the normal hours of work as set out in Article 22.

At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

This Letter of Understanding shall remain in force until December 31, 2024.