

Collective Agreement

Between



Wood Buffalo Housing and Development Corporation

and



Canadian Union of Public Employees – Local 1505

January 1, 2019 to December 31, 2021

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PREAMBLE

The parties acknowledge that the primary purpose of the Employer and the Union is:

- a) To promote and maintain a positive working relationship between the Employer, its employees and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage **and promote** efficiency **and safety** in operations **and the workplace**;
- d) To enhance the quality of service provided by Wood Buffalo Housing; and
- e) **To maintain, encourage and promote the morale, well-being and security of all employees.**

AND WHEREAS it is now desirable that matters pertaining to the working conditions of employees be described in a Collective Agreement;

THEREFORE the Employer and the Union agree as follows:

ARTICLE 1 – TERM OF THE COLLECTIVE AGREEMENT

- 1.01 This Agreement shall be in full force and effect as of the 1st day of January **2019** and continue in full force and effect through the 31st day of December **2021** and from year to year thereafter except as hereinafter provided.
- 1.02 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.
- 1.03 This Collective Agreement will continue in force and effect until a new Collective Agreement has been executed or until strike or lockout commences in accordance with the *Alberta Labour Relations Code*.
- 1.04 There shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 "Employer" shall be defined as Wood Buffalo Housing & Development Corporation.
- 2.02 "Union" shall be defined as the Canadian Union of Public Employees, Local #1505.
- 2.03 "Employee" shall be defined as a person employed by the Employer and covered by this Collective Agreement.

- 2.04 "Regular Employee" shall be defined as an employee who works in a permanent position, either full-time or part-time, on regularly scheduled shifts of a continuing nature.
- 2.05 a) "Regular Full-time Employee" is an employee who has successfully completed the probationary period and who works the full-time hours of work in Article 13;
- b) "Regular Part-time Employee" is an employee who has successfully completed the probationary period and who works less than the full-time hours of work in Article 13;
- c) "Temporary Employee" is an employee who:
- i) Is hired for forty-five (45) days or more for a term of employment with a defined start and end date, **for positions temporarily vacant or temporarily existing.**
 - ii) The provisions of this Agreement shall (**unless otherwise stated**) apply to Temporary Employees except for the following Articles:
 - Article 11 – Probationary Period
 - Article 18 - Lay-Off and Recall
 - Article 21 – Group Benefits
 - Article 23 – Sick Leave
 - Article 24 – Leave of Absence
 - Article 24.06 – Witness and Jury Duty**
 - Article 25 – Personal Leave
 - Article 26 – Bereavement Leave
 - iii) **Temporary Employees will be entitled to Employment Standards leave benefits.**
- d) "Casual Employee" is an employee who:
- i) is not regularly scheduled and works on an on-call basis; and/or
 - ii) is scheduled to relieve in the case of short-term absences for illness, injury, leaves of absence and/or vacation of other employees.
 - iii) The provisions of this Agreement shall (**unless otherwise stated**) apply to Casual Employees except for the following Articles:
 - Article 11 – Probationary Period
 - Article 15 – On Call**
 - Article 18 - Lay-Off and Recall
 - Article 21 – Group Benefits
 - Article 23 – Sick Leave

Article 24 – Leave of Absence

Article 24.06 – Witness and Jury Duty

Article 25 – Personal Leave

Article 26 – Bereavement Leave

iv) Casual Employees will be entitled to Employment Standards leave benefits.

e) “Summer Student” is an employee who:

i) Is hired for a period of six (6) months or less for specific periods of the year. Summer Employees shall be eligible for recall for subsequent seasons;

ii) The provisions of this Agreement shall (unless otherwise stated) apply to Summer Student Employees except for the following Articles:

Article 11 – Probationary Period

Article 15 – On Call

Article 18 - Lay-Off and Recall

Article 21 – Group Benefits

Article 23 – Sick Leave

Article 24 – Leave of Absence

Article 24.06 – Witness and Jury Duty

Article 25 – Personal Leave

Article 26 – Bereavement Leave

iii) Summer Employees will be entitled to Employment Standards leave benefits.

2.06 “Continuous Service” shall be defined as the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.

2.07 “Calendar Year” shall be defined as the period of time from January 1st to December 31st.

2.08 Wherever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine had been used where the context requires.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- 3.02 Without limiting the generality of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Collective Agreement;
 - b) direct the working force and to create new positions and to determine the number of employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - c) hire, promote, classify, transfer within the same bargaining unit, lay-off and re-call employees; and
 - d) demote, discipline, suspend, or discharge for just and reasonable cause.
- 3.03 The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole Bargaining Agent of employees listed in Schedule "A" of this Collective Agreement as outlined in the Alberta Labour Relations Board Certificate No. 77-2012 dated June 8, 2012 as well as the Housekeeper Classification in Certificate 57-2012 dated April 3, 2012.
- 4.02 On a yearly basis, the Union shall provide the Employer with a written list of Union officers and representatives elected or appointed to represent the Union. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 4.03 No employee shall be required to make any written or verbal agreement which may conflict with the terms of this Collective Agreement.
- 4.04 The Employer shall make available to the Union, on request no more than three (3) times per year, information required by the Union (i.e. Job Descriptions, Job Classifications, employee status, information pertaining to pensions and benefit plans etc.) and any relevant documentation pursuant to grievance proceedings.
- 4.05 The Union shall be provided adequate space in the facility for posting notices and information pertaining to the Union.

ARTICLE 5 – CONTRACTING OUT

- 5.01 There shall be no contracting out of bargaining unit work which could result in any loss of employment or reduction of regular hours on the part of any of the employees covered by this agreement.

ARTICLE 6 – MEMBERSHIP AND DEDUCTION OF UNION DUES

- 6.01 The Employer shall deduct from the bi-weekly regular wages of all employees covered by this Collective Agreement an amount equal to the Union dues, initiation fees, reinstatement fees and back dues as established by the Union. Such deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the following month in which the dues were deducted.
- 6.02 Deductions shall be accompanied by an electronic file statement showing a list of names, addresses, **email addresses** and phone numbers of the employees from whose wages the deductions have been made, the amount of Union dues **and/or fees** deducted from each employee and the pay period covered by the deduction **and will be sent to the Financial Officer of CUPE Local 1505.**
- 6.03 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect the month following the notification.
- 6.04 All new employees, hired by the Employer, shall as a condition of employment, become members of the Union **immediately upon hire.** The signing and completion of the Union Membership shall be the responsibility of the Union.
- 6.05 The Employer will indicate any Union dues deducted on T-4 slips issued for Income Tax purposes.

ARTICLE 7 – UNION REPRESENTATIVES

- 7.01 The Union will notify the Employer in writing the names of the Union Representatives appointed or elected to represent the members at the worksite.
- 7.02 Union Representatives shall suffer no loss in pay for reasonable time spent on the Employer's premises in performing their duties. Union Representatives shall obtain prior permission from their Supervisor before leaving their work to perform their duties and such permission shall not be unreasonably denied.
- 7.03 The Employer shall pay for **two (2)** designated employees to be part of the Union's Bargaining Committee. Bargaining Committee members shall be paid as per their regular scheduled shift.

- 7.04 The employee shall have the right to have assistance of Representatives of CUPE when dealing with matters arising out of this Agreement. Upon reasonable advance notice and provided there is no disruption of work or service, such representatives shall have access to the Employer's premises in order to deal with such matters arising out of this Agreement.

ARTICLE 8 – DISCRIMINATION AND HARASSMENT

- 8.01 The Employer and the Union shall comply with all applicable legislation.
- 8.02 There shall be no discrimination, restriction or coercion exercised or **practiced** in respect of any employee by either **party** by reason **as outlined in the *Alberta Human Rights Act* and defined in the prohibited grounds legislation**, except to the extent permitted by law as a *bona fide* occupational requirement nor by reason of **their** membership or activity in the Union.
- 8.03 The Employer and the Union recognize the right of all **employees to be** entitled to a work environment free from **bullying, violence**, sexual and personal harassment of any form which is physical, **mental**, verbal or **financial, or any** conduct that undermines an employee's health, **morale, safety**, well-being, job practice, or endangers an employee's employment status or potential. Complaints alleging harassment of any form, **from any person**, shall be treated seriously, in strict confidence, and may be addressed through the grievance procedure.

ARTICLE 9 – SENIORITY

- 9.01 Seniority for Regular employees shall be determined by the employee's last continuous date of hire and shall include service with the Employer prior to the certification of the Union. Seniority shall be the determining factor for appointments to posted positions, layoff, recall and vacation requests.
- 9.02 Seniority for Regular employees shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited to the employee's date of hire.
- 9.03 Casual and Temporary employees do not accrue seniority, however when a Casual or Temporary employee is appointed to a regular position and completes their probationary period they will be credited with seniority for all hours worked prior to obtaining a regular position provided there has been no break in service of over thirty (30) days.

- 9.04 Where two (2) or more employees commenced work on the same day, the senior employee shall be determined by the earliest date of the application for employment.
- 9.05 The Employer shall maintain a seniority list showing each employee's seniority. An up-to-date seniority list shall be sent to the Union and provided to each employee in January of each year.
- 9.06 Seniority shall be considered broken and all rights forfeited:
- a) When the employment relationship is terminated by either the Employer or the employee;
 - b) Upon the expiry of twelve (12) months following the date of layoff, if during such time the employee has not been recalled to work;
 - c) If the employee is absent from work in excess of three (3) consecutive days from their first scheduled shift without prior approval or sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- 9.07 When an employee in the bargaining unit accepts a regular position with the Employer which is excluded from the bargaining unit, seniority will be forfeited.
- 9.08 Seniority shall not accrue when an employee is:
- a) on layoff;
 - b) on an unpaid leave of absence during which they are in receipt of benefits through the long-term disability plan; or
 - c) on other leaves of absence in excess of thirty (30) calendar days.

ARTICLE 10 – JOB POSTINGS AND APPOINTMENTS

- 10.01 When a vacancy occurs, which the Employer determines it is necessary to fill, or a new position is created, the Employer shall post notice of the vacancy for seven (7) days before filling the position.
- a) In making selections to fill posted vacancies or a new position first consideration shall be given to Regular employees and then Casual and Temporary employees in the bargaining unit.
 - b) The most senior qualified applicant shall fill such position.

- c) Outside applicants shall only be hired if the list of internal applicants has been exhausted.

10.02 If a temporary position becomes available because a Regular employee will be off work for forty-five (45) days or more, the position shall be posted and filled in accordance with this Article. If the vacancy is less than forty-five (45) days in duration Part-time or Casual employees shall fill the position based on seniority.

10.03 The notice shall contain the following information:

- a) the nature of the position;
- b) qualifications;
- c) required knowledge and education;
- d) experience;
- e) skills; and
- d) hours of work; and
- e) **rate of pay.**

10.04 All applications for vacant positions shall be made in writing to the Employer.

10.05 The Employer, due to specific position requirements, may require the employee to submit to a medical assessment performed by a physician. The cost of such examination shall be borne by the employee.

10.06 **Prospective or potential** employees shall, at **their own** expense, provide the Employer with a **satisfactory** Criminal Record Check **prior to their first day of employment.**

10.07 Failure of the employee to provide, or failure of the Criminal Record Check shall result in termination.

10.08 When required by the classification, a new employee must provide a Driver's Abstract, at their own expense, prior to employment commencing.

10.09 When required by the classification, the employee will provide a consent form for the Employer to obtain an annual Driver's Abstract.

10.10 The Union shall be notified in writing of all new hires and appointments.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 New employees shall serve one (1) probation period of four hundred and eighty-seven point five (487.5) hours worked, which is equivalent to **90 calendar days** for full-time employees. No employee will be required to serve a probationary period of greater than five (5) months in duration.
- 11.02 The Employer has the right to terminate the employment of a probationary employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination may be subject to the grievance procedure. However, the Step 3 decision of the grievance procedure will be final and binding upon the Union and the employee. There will be no recourse to Arbitration unless the Employer's decision to terminate was arbitrary, made in bad faith or discriminatory.
- 11.03 The Employer will complete a performance evaluation at the halfway point into an employee's probationary period. In the event the Employer intends to extend an employee's probation period, the Employer will complete a second performance evaluation prior to the end of the probation period in accordance with Article 11.01 and notify the Union and the employee of the reasons for the extension. The Probationary period may be extended up to an additional two (2) months. If an employee is terminated during such an extension of the probationary period according to Article 11.03, the employee will be entitled to one-week notice or payment lieu of the notice.

ARTICLE 12 – TRIAL PERIOD

- 12.01 Any appointments, promotions or transfers within the bargaining unit shall be on a trial basis. The appointed employee shall be given a three (3) month trial period in order to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. The Employer shall provide an evaluation of the employee six (6) weeks into the trial period. An employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position and wage rate with no loss of seniority.
- 12.02 If a probationary employee is transferred to another classification, the employee will be required to complete the three (3) month trial period in the new classification.

ARTICLE 13 – HOURS OF WORK

- 13.01 a) Hours of work for Full-time employees, **except the Leasing Agent**, shall be Monday to Friday between **6:00 a.m.** and **6:00 p.m.**, seven and one-half (7 ½) hours per day, thirty-seven point five (37.5) hours per week;

Either party may, in writing, request a change to the regular days of work. This may only be done by mutual agreement between the Parties and shall be in the form of a memorandum of agreement which will be drawn up to accommodate the employees involved at the time. Both Parties will attempt to resolve any differences which may occur.

- b) Hours of Work for the Leasing Agent shall allow for a flexible workday as set by the Employer based on the operational needs of the Employer in mutual agreement with the Employee with Hours of Work being 7.5 hours per day, or 37.5 hours per week;
- i) The Employer agrees to provide seven (7) calendar days' notice of shift.
- ii) If the Employer fails to give the required notice under Article 13.01(b)(i), any employee required to work on such short notice shall be paid time and a half their regular rate of pay on the first shift of such short notice.

- 13.02 a) All employees who work five (5) hours or more per day shall be entitled to:

- i) one (1) unpaid meal break of 30 minutes, and
- ii) two (2) paid rest periods of 15 minutes each.

- b) Employees who work less than five (5) hours per day shall be entitled to:

- i) one (1) paid rest period of 15 minutes.

- 13.03 Notwithstanding Article 23.06 a), any employee who is unable to report for duty at the designated time is expected to advise the Manager, or their supervisor, at the earliest possible time, but, in no event less than an hour prior to the start of the shift.

ARTICLE 14 – OVERTIME

- 14.01 Overtime is all time authorized by the Employer and worked by an employee in excess of regularly scheduled hours of work as per Article 13.01.

- 14.02 All overtime shall be paid at one and one-half times ($1\frac{1}{2}x$) the employee's hourly rate and shall be paid bi-weekly.
- 14.03 Authorization by the Employer for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances under which it would be impossible to obtain prior authorization.
- 14.04 All overtime opportunities shall be distributed equitably.
- 14.05 No employee shall be required to take time off in lieu of being paid overtime. However, an employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:
- a) Such time off shall be granted based on the overtime rate when banked times the actual hours worked. The total number of overtime hours banked and taken is not to exceed thirty (30) hours (i.e. forty-five [45] straight time hours) at any given time. Any banked time **must be utilized in the year it is** accumulated or shall be paid out;
 - b) The lieu time off shall be taken at a time mutually agreeable to the Employer and the employee;
 - c) An employee may not utilize the hours banked to take more than three (3) consecutive days off of work; and
 - d) An employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the payout.

ARTICLE 15 – ON-CALL

- 15.01 All employees scheduled to work on-call shall be paid as follows:
- a) An evening premium for all on-call hours between 4:30 p.m. and 8:30 a.m., one dollar and fifty cents (\$1.50) per hour.
 - b) A weekend and General Holiday premium for all on-call hours between 4:30 p.m. Friday and 8:30 a.m. Monday and General Holidays, two dollars (\$2.00) per hour.
- 15.02 a) In addition to the on-call premium an employee who is called back to work shall be paid for all hours worked from the time of the call or for two (2) hours, whichever is longer at the overtime rate. In the event a second call is received during the period that the two (2) hour minimum is being paid to the

employee, the employee will continue to be on overtime until completion of the second call.

- b) Employees assigned on-call shall respond by phone within fifteen (15) minutes. Response times may vary due to unforeseen circumstances.
- 15.03 a) Employees scheduled on-call shall have the ability to exchange on-call weeks with an employee within the same classification, provided that:
- i) the exchange is agreed to, in writing, between affected employees;
 - ii) prior written approval of such exchange has been given by the Employer;
 - iii) no more than five (5) on-call shifts are exchanged in a year;
 - iv) the on-call exchange occurs within a thirty (30) day period;
 - v) in special circumstances, less than one full week may be exchanged with approval of the Employer.
- b) Such exchange shall be recorded on the on-call schedule and recorded on the time sheet of the employee who works the on-call.
 - c) An on-call exchange shall not be deemed a violation of the provisions of this Agreement and the provisions regarding notice of schedule changes shall be deemed waived.
 - d) The employee is to provide the Employer with a minimum of seven (7) days' notice in writing. Such request shall not be unreasonably denied.
 - e) An employee may exchange less than one full week of on-call with an employee within the same classification with the approval of the Employer.
 - f) In the event extra on-call rotations become available, the Employer shall distribute these extra rotations on an equitable basis.

ARTICLE 16 – CALL BACK

- 16.01 A Full-time employee who is called back to work after their scheduled work has been completed for the day, or who is called back to work on a scheduled day-off or general holiday, shall be paid at the overtime rate for all hours worked or for a minimum of two (2) hours, whichever is greater.
- 16.02 A Part-time employee who is called back to work after completing seven and one-half (7½) hours of work in a day, or thirty-seven point five (37.5) hours per

week shall be paid at the overtime rate for all hours worked or for a minimum of two (2) hours, whichever is greater.

- 16.03 A Part-time employee who is called back to work on a scheduled day off and who has not worked thirty-seven point five (37.5) hours that week shall be paid at the basic rate of pay for all hours worked up to seven and one-half (7½) or for a minimum of two (2) hours at the basic rate of pay, whichever is greater.

ARTICLE 17 – PAYMENT OF WAGES

- 17.01 Employees shall be paid according to Schedule "A" bi-weekly.
- 17.02 Employees must complete **electronic** time sheets in **Dayforce** and have authorization by **Management**. **Management** will notify the Employee when the changes are visible in **Dayforce**.
- 17.03 When a Regular employee is temporarily transferred to a lower classification job the employee shall continue to receive the wage rate for their regular position. A temporary transfer to a lower classification shall not normally exceed thirty (30) days after which the employee shall revert to their previous classification.
- 17.04 When an employee is temporarily transferred to a higher classification job, they shall receive the wage rate for such higher classification for the hours worked at such higher classification. A temporary transfer shall not normally exceed thirty (30) days after which the employee shall either revert to their previous classification or transfer permanently to the new classification job except where the employee is substituting for an employee absent for reasons of sickness, accident, vacation or other approved absence in which case the temporary transfer may extend for a longer period.
- 17.05 When an employee accepts a temporary assignment to a position excluded from the bargaining unit, the employee shall continue to **pay union dues**, accrue seniority, sick leave, vacation as well as the remaining benefits contained within the Collective Agreement. Such assignment shall not normally exceed ninety (90) days after which the employee shall revert to **their** previous classification except where the employee is substituting for an employee absent for reasons of sickness, accident, vacation or other approved absence in which case the temporary assignment may extend for a longer period. An employee temporarily assigned to an excluded position shall be paid a higher rate of pay than the wage rates in Schedule 'A'.

ARTICLE 18 – LAY-OFF AND RECALL

18.01 Definition of Lay-off

A lay-off shall be defined as a temporary severance of the work employment relationship, a permanent reduction of the work force or a reduction in hours of a Regular Full-time position.

18.02 Seniority shall not accumulate during time of lay-off.

18.03 Employees with the least amount of seniority will be laid off first provided the employees retained have the required qualifications to fill the positions available.

18.04 Notice of Lay-off

Regular employees shall receive **fifteen (15)** working days' notice of lay-off or pay in lieu of notice. A copy of such notice shall be provided to the Union.

18.05 Lay-off Procedure

A Regular employee subject to lay-off will be placed using the following procedures:

- a) An employee will first be offered any available permanent vacancy for which the employee has the required qualifications. The employee will have a maximum of five (5) working days to accept or reject vacancy. If the employee accepts the vacancy and the hourly rate is lower in the vacant position, the employee will be moved to the same step in the lower pay level of the vacant position and the employee's increment date will remain the same.
- b) If there are no vacancies for which the employee has the required qualifications, the employee may select the regular position with the equivalent hours of work held by the least senior employee, provided the employee has the required qualifications for the position. If the employee does not select this position they will be laid off.
- c) If the employee does not have the required qualifications for the regular position held by the least senior employee, the employee shall then be entitled to select the position held by the next least senior employee on the seniority list if they have the required qualifications. This process will continue in ascending order of seniority until the employee obtains the first position for which they are qualified, or it is determined there are no positions available for which they are qualified. If the employee does not select the first position available for which they are qualified, they shall be laid off.

- d) If the employee is not placed through the above procedures, they shall be laid off.
- e) A Regular Full-time employee shall have the first option of selecting a Full-time position for which the employee is qualified and failing that the second option of selecting a Part-time position for which the employee is qualified.
- f) A Regular Part-time employee shall have the option of selecting a Part-time position for which the employee is qualified.
- g) If an employee is placed through any of the above procedures, the posting provisions of Article 10 shall not apply.
- h) Temporary and Casual employees in the same work area shall be subject to termination before a Regular employee is laid off.
- i) The procedures contained in this Article shall be completed within fourteen (14) working days from the date of notice of lay-off.
- j) If there is any conflict between this procedure and that set out in the recall procedures of Article 18.07, it shall be determined on the basis of the most senior qualified employee in the bargaining unit.
- k) A Regular employee who has been notified of lay-off may opt to accept wages in lieu of notice or termination pay as provided by Section 56 of the *Alberta Employment Standards Code* instead of exercising their rights to select a position occupied by a more junior employee. Such employee shall be laid off and forfeit their right to recall.

18.06 In order that the operations of the Union will not become disorganized when lay-offs are made, elected Union representatives shall be the last persons laid off during their term of office.

18.07 Recall

The most senior employee laid off who has the required qualifications will be the first recalled to a Regular position.

- a) An employee who refuses to accept a position that is relatively equivalent to the position they held prior to lay-off, or fails to report to work within ten (10) working days of the date the position was offered to them will be removed from the recall list and all obligations towards the employee shall end.
- b) An employee who is laid off is responsible for advising the Human Resources Department, in writing, of any change of address or telephone number.

- c) Should the Employer be unable to contact a laid off employee by telephone within forty-eight (48) hours of the first attempt to contact them, the next laid off employee will be contacted and offered the position. The first employee will be contacted by double registered mail. Should the employee fail to contact the Human Resources Department within ten (10) working days of receipt of the letter, or should the employee's address no longer be valid, the employee will be removed from the recall list and all obligations towards the employee shall end.
- 18.08 No Regular employee shall be hired until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off Regular employee shall be eligible to be recalled to a permanent position for a period of twelve (12) months.
- 18.09 If no Regular position is available after twelve (12) months of lay-off from the employee's regular position, the employee will be removed from the recall list and, with exception of employees covered under 18.05 k), the employee shall receive wages in lieu of notice or termination pay in accordance with Section 56 of the *Alberta Employment Standards Code*.
- 18.10 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 19 - GENERAL HOLIDAYS

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

New Year's Day	Canada Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Labour Day	Boxing Day
Heritage Day	Easter Monday
The three (3) days between Christmas and New Year's	

and will include any other **General Holidays** to comply with the Government of Alberta and the Government of Canada.

- 19.02 Where a General Holiday falls on a Saturday or Sunday, the Employer shall designate an alternate day off in lieu of the General Holiday.

19.03 To qualify for General Holiday pay, the employee must:

- a) have worked for the Employer no less than thirty (30) shifts in the twelve (12) month period preceding any General Holiday;
- b) have worked their scheduled shift immediately preceding and immediately following the general holiday except where the employee is absent due to illness;
- c) work on the General Holiday when the employee is scheduled or required to do so.

19.04 Not Working on a General Holiday

- a) For full-time employees, where the General Holiday falls on an employee's regularly scheduled day of work and the employee does not work, the employee shall be paid for that day. Their pay shall be based on their basic rate of pay for the full-time hours as per Article 13.
- b) For part-time employees, where the General Holiday falls on an employee's regularly scheduled day of work and the employee does not work, the employee shall be paid for that day if the employee satisfies the *Employment Standards Code* 5 out of 9 Rule. Their pay shall be based on their basic rate of pay for the part-time hours as per Article 13.

19.05 If the General Holiday occurs on a day that is not the employee's regularly scheduled day of work and the employee is required to work, they shall be paid one and one-half times ($1 \frac{1}{2} \times$) their basic rate of pay for all hours worked on the General Holiday.

19.06 If the General Holiday occurs on a regular full-time employee's regularly scheduled day of work and the employee is required to work, they shall receive:

- a) one and one-half times ($1 \frac{1}{2} \times$) their basic rate of pay for all hours worked; and
- b) an alternate day off with pay at the employee's basic rate of pay for their full-time hours to be taken within ninety (90) days at a time mutually agreed between the Employer and the employee or pay for the day.

19.07 If the General Holiday occurs on a regular part-time employee's permanent regularly scheduled day of work and the employee is required to work, they shall receive:

- a) one and one-half times ($1 \frac{1}{2} \times$) their basic rate of pay for all hours worked; and
- b) an alternate day off with pay paid at a rate equal to their regular wages earned during the nine (9) weeks preceding the week in which the General Holiday

occurs, divided by the number of days worked in that period to be taken within ninety (90) days at a time mutually agreed between the Employer and the employee or the equivalent pay for the day.

19.08 Temporary and Casual employees shall be paid at one and one-half times (1 1/2x) their basic rate of pay for all hours worked on a General Holiday.

19.09 Employees shall not be entitled to General Holiday pay while:

- a) on layoff; or
- b) in receipt of compensation from the Workers' Compensation Board; or
- c) an unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long-Term Disability Income Insurance Plan; or
- d) on other leaves of absence in excess of thirty (30) calendar days for any reason.

19.10 A regular employee who is on annual vacation on a scheduled workday shall be paid for the hours regularly scheduled to work on the General Holiday and no vacation hours shall be deducted from their vacation bank.

ARTICLE 20 – VACATION

20.01 Regular Full-time employees (1,950 hours or more) shall earn annual vacation with pay based on continuous years of service, as follows:

Years of Service	Length of Vacation	Accrual Rate
First 2 years	2 weeks	4%
After 2 years	3 weeks	6%
After 6 years	4 weeks	8%
After 10 years	5 weeks	10%

20.02 Regular Part-Time Employees, Temporary Employees and Casual Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:

- during first two (2) years of continuous service – 4% of regular earnings.
- after completing two (2) years of continuous service – 6% of regular earnings.
- after completing six (6) years of continuous service – 8% of regular earnings.
- after completing ten (10) years of continuous service – 10% of regular earnings.

An employee's years of service shall be calculated accordingly to the employee's anniversary date.

- 20.03 It is understood that for the purpose of Article 20.02 regular earnings for Regular Part-time Employees shall include the regular scheduled shifts of the employee while they are taking vacation time in accordance with Article 20.02.
- 20.04 a) All vacation requests must be submitted by January 31st of each year. The Employer will provide a reply to these requests no later than February 21st of that year.
- b) An employee shall be entitled to take up to three (3) weeks of their yearly vacation accrual at one time, **based on the Employee's current accrual bank at the time of vacation.** An employee's request to take more than three (3) weeks of vacation at one time may be approved by the Employer for exceptional circumstances or if operational requirements permit.
- c) Employee must receive final approval from their Supervisor with respect to when the employee's annual vacation is to be taken, such requests shall not be unreasonably denied.
- d) In granting vacation requests, the Employer shall recognize seniority when considering preference for a vacation period, provided the employee's vacation request is submitted by January 31st and **the Employee's future vacation accrual allows for the requested vacation time.**
- e) All vacation requests submitted after January 31st involving more than two (2) days off must be submitted to the employee's supervisor for approval a minimum of two (2) weeks prior to the time the vacation is intended to commence. Such vacation requests shall be granted on a first-come, first-served basis.
- 20.05 Vacation with pay for Regular employees will be accrued at the accrual rate above based on regular hours paid.
- 20.06 Vacation pay will be paid bi-weekly to Casual and Temporary employees as it is earned.
- 20.07 An employee may take vacation as it is accrued, however vacation earned in one calendar year must be taken before the end of the following calendar year. An employee may request, for justifiable reasons, at the discretion of the Employer to carry over vacation to the next year. Such requests shall not be unreasonably denied provided the vacation is scheduled to be used no later than March 31st. In exceptional circumstances the Employer may approve an employee's request to carry over vacation to be used after March 31st. With the exception of vacation carried over, an employee shall not be granted more than their yearly vacation entitlement in one calendar year.

20.08 Vacation with pay shall not accrue during periods while the employee is:

- a) on lay-off;
- b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long-Term Insurance Plan;
- c) in receipt of compensation from the Workers' Compensation Board; or
- d) on leave of absence in excess of thirty (30) calendar days; or
- e) on Maternity Leave or Parental Leave.

20.09 Upon termination, employees shall receive vacation pay based upon the vacation entitlement earned up to date of termination.

20.10 When a General Holiday falls during a Regular employee's vacation, the employee shall receive an additional day with pay added to their vacation.

20.11 **An Employee is not entitled to take any vacation days which they have not yet accrued.**

ARTICLE 21 - GROUP BENEFITS

21.01 Regular Full-time employees shall be eligible to participate in the Benefits Program after three (3) months of continuous service.

21.02 Regular Part-time employees working more than 20 hours per week may participate in the Benefits Program after completing three (3) months of continuous service.

21.03 Group Life Insurance, **Short Term Disability** and Long-Term Disability benefits are mandatory after the completion of the Probationary Period.

21.04 In addition to the Canada Pension Plan, every Regular Full-time employee shall join the Local Authorities Pension Plan and Employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan. Regular Part-time employees who regularly work more than 14 hours but less than 30 hours per week have the option to join the Local Authorities Pension Plan.

21.05 Notwithstanding Article 21.04, employees will not be eligible to participate in the Local Authorities Pension Plan until they have completed one (1) full year of continuous service.

21.06 The Employer shall pay

- a) One hundred percent (100%) of the premium cost for the Dental Plan;
- b) One hundred percent (100%) of the premium for all employees for the Group Life Insurance Plan;
- c) One hundred percent (100%) of the premium for the Extended Health Plan; and
- d) One hundred percent (100%) of the premium cost for Dependent Life, Accidental Death & Disability and Critical Illness coverage.

21.07 The employee shall pay one hundred percent (100%) of the premium cost for Short Term Disability and Long-Term Disability Benefit Plan. **Employees must apply for Short Term Disability and Long-Term Disability as determined by the carrier's policy.**

21.08 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

21.09 The Union shall be notified in writing of any changes to health benefit contracts, policies, or any other agreements with the insurance underwriter.

21.10 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.

21.11 The Employer will pay for all high-risk vaccination treatments for all employees as required.

21.12 The Employer shall provide the following clothing to **the Maintenance Labourers and the Maintenance Worker II:**

- a) Two (2) uniform shirts and pants per calendar year; one (1) all season coverall per calendar year; one (1) reflective vest as required; **one pair of painters pants annually** and one (1) winter coverall every two (2) calendar years.

21.13 The Employer shall provide the following allowances as follows:

- a) **Maintenance Labourers and the Maintenance Worker II** shall receive a boot allowance of two hundred dollars (\$200.00) every two (2) calendar years.

- b) Regular Housekeeping employees shall receive name tags and annually two hundred dollars (\$200.00) as a clothing/shoe allowance to purchase necessary uniforms of a colour agreed to by the Employer. The above payment will be made in the first pay period of January of each year. Employees hired after January of each year shall be provided with a one hundred dollars (\$100.00) clothing/shoe allowance.

21.14 Upon provision of receipts the Employer will reimburse an employee for the cost of meals when assigned to work out-of-town to a maximum of:

\$15.00 for breakfast
\$20.00 for lunch
\$30.00 for dinner

ARTICLE 22 – TRAINING

22.01 The Employer reserves the right to identify specific job training requirements as being compulsory for employees and those required to attend such sessions shall be paid the applicable rate of pay for attendance. The following mandatory programs shall be provided to employees:

- a) WHIMIS every year;
- b) CPR/AED every three (3) years.

For **Maintenance Labourers and the Maintenance Worker II**, the following program shall also be provided to employees:

- a) Confined Space every three (3) years.

The Union will share the cost of mandatory training listed above.

22.02 If the employee is scheduled to take a mandatory course or an approved course related to their work on their regularly scheduled day of work they shall be paid for the time required to take the course at their regular rate of pay and if required by the Employer return to the work site immediately following completion of the course.

22.03 If the employee is required to attend a mandatory course or an approved course related to their work on their regularly scheduled day off they shall be paid at the applicable overtime rate.

ARTICLE 23 – SICK LEAVE

23.01 Sick Leave Defined

Sick Leave benefits are provided by the Employer to protect the employee in the event of an unavoidable illness or injury not covered by Workers' Compensation or until the employee is eligible for **Short Term Disability and Long-Term Disability**. Sick Leave benefits include any doctor's appointments in or out of town.

Sick Leave means the period of time an employee is absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease or under examination or treatment of a qualified medical practitioner.

- 23.02 a) Regular Full-time Employees shall **be granted twelve (12) sick days at the beginning of each calendar year to a maximum credit of twenty-four (24) days.** accumulate sick leave at the rate of;
- i) If working a 37.5 hour work week, 11.25 hours per month of full-time employment for a total of 135 hours per year, to a maximum credit of one hundred twenty (120) days;
- b) Regular Part-time employees shall **be granted sick leave credits** based on a pro rata basis of hours worked as compared to Regular Full-time employees **to a maximum credit of twenty-four (24) days.**
- c) Sick leave credits for Regular employees **hired during the year shall be given, on the date of hire, sick leave credits prorated to the entitlements in Article 23.02 a) and b).**
- b) Sick leave credits shall not **be banked** during a period of absence in excess of thirty (30) calendar days for:
- i) Illness;
 - ii) injury;
 - iii) lay-off;
 - iv) leave of absence; or
 - v) periods while in receipt of compensation from the Workers' Compensation Board.

When a Regular employee returns to work during the year from the above-noted absences, sick leave credits will be given on a prorated basis.

- e) When an employee has **banked** the maximum sick leave credits, the employee shall no longer **bank** sick leave credits until such time as the employee's total **bank** is reduced below the maximum. At that time, the employee shall commence **banking** sick leave credits up to the maximum once more;
- f) If an employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the employee has been given prior authorization by the Employer to do so, such absence shall be **charged** against the employee's sick leave credits **for the time used**. Employees may be required to submit satisfactory proof of such appointments.

23.03 Current employees, as of the date of ratification of this Agreement, who have in excess of twenty-four (24) days of banked sick leave credits will not be granted sick leave credits until their bank falls below twenty-four (24) days. Employees will not lose their accrued benefits.

23.04 Employees are required to apply for Short Term Disability and Long-Term Disability when they become eligible. Employees who are denied Short Term Disability or Long-Term Disability benefits are entitled to apply to use their sick leave credits.

23.05 An employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness. Such amount shall be deducted from their accumulated sick leave credits up to the total amount of accumulated credits at the time the sick leave commenced.

23.06 a) Employees reporting sick shall advise the Employer by phone, voicemail or e-mail at least one (1) hour before the commencement of their next scheduled shift. The employee will be considered absent and will lose that day's pay for failing to do so. Where, however, it is established that, due to the nature of the sickness, it was impossible for the employee to notify the Employer in advance, the employee will be granted the sick leave credits;

b) Where employees are aware that they will be absent from work for more than three (3) working days, they shall advise the Employer in writing;

c) In the event an employee becomes ill during the course of a shift and is unable to complete the shift, the employee shall, subject to an emergency, **directly communicate with the Employer to ensure proper handover of duties** prior to departing the workplace.

- 23.07 Employees are required to submit medical proof of illness for any claim for sick leave in excess of three (3) days. The employee upon returning from absence of more than three (3) days due to illness may be required by the Employer to provide a medical clearance to confirm fitness and functional ability to return to work.
- 23.08 Sick leave shall not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once the vacation leave has commenced, except in circumstances involving hospitalization **or quarantine**. In the event that illness or injury prevents the employee from resuming **their** duties at the conclusion of the vacation period, and the employee has substantiated their claim for sick leave, income continuance thereafter shall be in accordance with the provisions of this Agreement.
- 23.09 An employee **must apply for** Short Term Disability benefits as determined by the carrier's policy and will not accumulate sick leave credits while receiving Short Term Disability benefits. **If the Employee is still ill after Short Term Disability benefits have been exhausted, but are not eligible for Long Term Disability Benefits, they can utilize their sick leave credits until they are depleted.**
- 23.10 a) An employee who is on Long Term Disability or who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay for the duration of the illness unless employment is otherwise terminated;
- b) The employee on such leave shall have the option to continue on the Employer's benefit plan. The plan(s) must continue intact. The employee shall be solely responsible for paying the health premium costs while the employee is on Long Term Disability. The premiums are due on the first day of each month and if not paid within thirty (30) days, the employee shall be terminated from the health plan(s);
- c) The employee is required to provide the Employer with documentation from their physician, describing the employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis except where the employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period;
- d) When on Long Term Disability, the employee shall also provide the Employer with no less than fourteen (14) days written notice of their readiness to return to work.
- 23.11 An employee who is on sick leave is not permitted to be gainfully employed during the period.

- 23.12 Employees shall make their best efforts to schedule medical appointments on days on which they are not scheduled to work.
- 23.13 An employee who is found to be abusing sick leave may be subject to disciplinary action, up to and including dismissal for just cause.
- 23.14 The Employer may require that an employee be examined by an independent medical practitioner where:
- a) There is a prolonged frequent absence from work due to illness;
 - b) There is apparent misuse of sick leave; or
 - c) There is concern about the employee's ability to satisfactorily perform the required duties, due to disability or illness.
- 23.15 When out-of-town medical appointments, examinations or treatments are necessary, employees shall be granted two (2) sick days per appointment. The employee shall provide proof of such appointment to the Employer either before or after the appointment.

ARTICLE 24 - LEAVES OF ABSENCE

- 24.01 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may, in special circumstances, be granted:
- a) where the request for a leave is submitted to the Employer in writing and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;
 - b) when notice is provided at least one (1) week prior to the requested starting date of leave for a Leave of Absence up to one (1) month;
 - c) when notice is provided at least one (1) month prior to the requested starting date of leave for a Leave of Absence of over one (1) month.
 - c) for reasons acceptable to the Employer;
 - e) on a without pay or benefits basis;
 - f) provided all vacation time is exhausted;
 - g) notwithstanding 24.01 e), subject to eligibility according to the benefit carrier, employees may choose to continue their benefits by pre-paying 100% of the

premium cost to the Employer at the commencement of the leave if such leave is to be thirty (30) days or longer.

24.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return if the date of return is earlier than that specified in Article 24.01 a). In the case of an employee request to return to work on a date earlier than that specified in Article 24.01 a), allowing an earlier return as requested shall be at the discretion of the Employer. Failure to return from a leave of absence on the date specified either in accordance with Article 24.01 a) or Article 24.02, shall terminate employment unless unforeseen circumstances prevented the employee from returning to work.

24.03 During the course of the leave of absence all entitlements accumulated at the time of departing on leave shall be suspended and remain intact. The employee shall not, however, accrue any further entitlement during the period of the leave.

24.04 The Employer may, in its discretion, grant a leave of absence without pay to an employee who wishes to become a candidate for public office for the period leading up to the election, on the condition that a conflict of interest will not be created by such action.

24.05 An employee who is on leave of absence pursuant to this Article is not permitted to be gainfully employed during the period.

24.06 **Witness and Jury Duty**

An employee if scheduled to work, who upon providing proof of being subpoenaed to appear in Court as a witness or a Juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay at their regular rate of pay, provided that any wage replacement or conduct money, exclusive of traveling expenses, paid to the employee for such an appearance is given to the Employer.

24.07 **Union Leave**

The Employer shall grant Union leave of absence to the employees representing the Union in accordance with the following provisions:

For Union Representatives on a "Union Recoverable" leave of absence, the Employer shall be entitled to cost recovery while continuing to pay the employee their regular rate of pay for regular hours, including all benefits unless otherwise notified by the Union.

24.08 An employee elected as a delegate to Union conventions, seminars or training sessions shall be granted Union Recoverable leave of absence and they shall continue to receive their regular pay and benefits.

The Union shall reimburse the Employer for all such pay and benefits when billed by the Employer. Leave of absence for these events shall be requested at least ten (10) working days in advance to the employee's supervisor. Unusual circumstances (less than ten (10) working days) shall be given consideration.

Such leave shall not be unduly withheld.

24.09 Leave of Absence for Full Time Union or Public Duties

Union Recoverable leave of absence for full-time Union employment shall be granted under the following conditions:

- a) In the event that an employee becomes a full-time official of the Local Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office.
- b) The rate of pay shall be determined by CUPE Local 1505 bylaws, and the rate of pay will be provided to the Employer by the Union when the employee is booked off. The Employer shall be entitled to cost recovery while continuing to pay the employee the prescribed rate of pay, including all benefits unless otherwise notified by the Union.
- c) Such leave shall be deemed not to interrupt the employee's continuity of service.
- d) Upon notification of not less than one (1) month to the Employer, the employee will be reinstated to the position vacated, if available, or in another position mutually acceptable.

24.11 In the event of an employee being elected to a full time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they shall be given leave of absence **without pay** for a period of up to two (2) years and extended in the event of re-election.

24.12 Upon application, the Employer shall agree to allow leave of absence **without pay** for full-time duties with the **CUPE Provincial or National Organization** for **two (2) years**. Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. **The Employer agrees to provide a comparable paid position upon return of the employee to the workplace.**

24.13 An employee for whom a grievance has been filed, whether whole or in part, shall be granted leave with pay to attend grievance meetings or arbitration.

ARTICLE 25 - PERSONAL LEAVE

- 25.01 An employee is entitled to two (2) personal days per calendar year (with no carry over) and may also use, from their sick bank, three (3) days per calendar year for unforeseen circumstances.
- 25.02 An employee requesting leave with pay must contact their immediate supervisor for approval explaining the need for personal leave. Approval for such leave shall be given at the supervisor's discretion. Such approval shall not be unreasonably withheld.

ARTICLE 26 – BEREAVEMENT LEAVE

26.01 Bereavement Leave

Bereavement leave will be granted to Regular Employees who have completed their probationary period. For the purpose of this Article, "Immediate Family" shall mean:

spouse	children	step-children
parents	step-parents	brothers
sisters	mother-in-law	father-in-law
sister-in-law	brother-in-law	son-in-law
daughter-in-law	grandparents	step-grandparents
grandchildren		step-grandchildren

a relative permanently residing in the employee's household or with whom the employee permanently resides.

The above relationships are deemed to include the current common-law relationships, including same sex partners, of the employee.

- 26.02 a) An employee shall be granted bereavement leave with pay for four (4) consecutive working days. Provided, except in special circumstances, such leave commences within seven (7) consecutive days immediately following the death of any immediate family member. Where the service is located outside the Province of Alberta, up to two (2) additional days of leave with pay will be given for travel purposes.
- b) In the event an employee is on vacation leave, and bereavement leave is required, such vacation leave shall cease, and the employee will be transferred onto bereavement leave. The remainder of the approved vacation leave time may be used upon the cessation of the bereavement leave.

- 26.03 Notwithstanding Article 26.02, an employee may request to use available vacation entitlement in addition to the leave specified in this Article.
- 26.04 When additional time is required, vacation time shall be considered as the first choice. Only after vacation time is exhausted will consideration be given to additional time off with pay.
- 26.05 Special leave with pay of one (1) day's pay may be granted to an employee who has been requested to participate in a funeral service.

ARTICLE 27 – MATERNITY AND PARENTAL LEAVE

- 27.01 Maternity and parental leave benefits shall be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- a) While an employee is on maternity/parental leave, no vacation time will accrue, nor will the employee be eligible for General Holiday pay or credit.
 - b) An employee must give **their** Manager at least four (4) weeks' written notice of the date on which **they wish** to resume employment, or resign.
 - c) The employee will be responsible for all benefits including the Employer's share while on leave.
 - d) An employee, who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date, may be permitted to do so by her Supervisor after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.
 - e) If an employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the employee or the child arising after the delivery date, the Supervisor may grant the employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the employee must provide her Manager with a written signed medical certificate from her physician, indicating her inability to resume employment.
 - f) If an employee resumes employment following maternity **and/or parental** leave, **their** employment anniversary **and seniority** date shall remain unchanged.
 - g) Upon the employee's resumption of employment, their Employer will reinstate the employee in the position occupied at leave commencement with no less

than the same salary, entitlements and other benefits as were accrued to the employee when maternity leave commenced.

ARTICLE 28 - COMPASSIONATE CARE LEAVE

- 28.01 An employee who has been employed for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks for the purposes of providing care or support to a seriously ill family member.
- 28.02 Family member will include:
- (i) a spouse or common law partner of the employee;
 - (ii) a child of the employee or child of the employee's spouse or common law partner;
 - (iii) a parent of the employee or spouse or common law parent of the parent; and
 - (iv) other person who is a member of a class of persons designated in the Regulations or defined by the *Employment Standards Code*.
- 28.03 Compassionate Care Leave may be shared between employees for the same family member as long as the combined period of compassionate care leave does not exceed 27 weeks.
- 28.04 The employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within 26 weeks from the date the certificate is issued or, if the leave was commenced before the certificate was issued, the day the leave began and that the family member requires the care and support of one or more family members.
- 28.05 An employee who wishes to take Compassionate Care Leave must give the Employer at least two (2) weeks' written notice which must also include the date of the employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.
- 28.06 Compassionate Care Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.
- 28.07 Compassionate Care Leave ends on the earliest of the following:

- (i) The last day of the work week in which the family member named in the medical certificate dies;
- (ii) the 27 weeks' Compassionate Care Leave ends; or
- (iii) the last day of work of the week in which an employee ceases to provide care or support to the seriously ill family member.

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

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

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

ARTICLE 29 - CRITICAL ILLNESS LEAVE

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

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

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

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

- (i) on the date of the last day of the work week in which the last critically ill child dies;
- (ii) the expiration of 36 weeks following the date leave began;
- (iii) the expiration of the last period referenced within the medical certificate for the critically ill children; or
- (iv) the last day of the work week in which the employee ceases to provide care and support to the last of the critically ill children.

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

- (i) on the date of the last day of the work week in which the critically ill adult dies;
- (ii) the expiration of 16 weeks following the date leave began;
- (iii) the expiration of the last period referenced within the medical certificate for the critically ill adult; or
- (iv) the last day of the work week in which the employee ceases to provide care and support to the critically ill adult.

29.05 The employee must provide the Employer with a medical certificate issued by a physician stating:

- (i) that the child or adult is critically ill and requires care and support;
- (ii) the start date of the period during which the child or adult requires that care and support;
- (iii) the end date of the period during which the child or adult requires that care and support; and
- (iv) if the leave was begun before the certificate is issued, the day leave began.

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

- 29.07 Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.
- 29.08 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.
- 29.09 Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- 29.10 If an employee has been on Critical Illness of Child or Adult Leave, they must provide at least 48 hours' notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 30 - EMPLOYMENT STANDARDS CODE PERSONAL OR FAMILY RESPONSIBILITY LEAVE

- 30.01 An Employee who has been employed for at least 90 days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the employee or for the employee to meet their family responsibilities in relation to a family member.
- 30.02 Before taking Personal or Family Responsibility Leave, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.
- 30.03 In the event the Personal or Family Responsibility Leave extends beyond one (1) day, the employee must provide at least 48 hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 31 - LONG-TERM ILLNESS OR INJURY LEAVE

- 31.01 Notwithstanding Article 24 – Sick Leave, the employee will be entitled to Long-Term Illness or Injury Leave pursuant to the *Employment Standards Code* as set out below.
- 31.02 An employee who has been employed by the Employer for at least 90 days is entitled to unpaid leave due to the illness or injury or quarantine of the employee.
- 31.03 The employee is entitled to no more than 16 weeks of Long-Term Illness or Injury Leave in a calendar year.
- 31.04 The employee must provide the Employer with a medical certificate issued by a physician stating the estimated duration of the leave.
- 31.05 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.
- 31.06 Employees on Long-Term Illness or Injury Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- 31.07 The employee must provide at least 48 hours' written notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 32 - DEATH OR DISAPPEARANCE OF CHILD LEAVE

- 32.01 An employee who has been employed for at least 90 days is entitled to a period of unpaid leave of 52 weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.
- 32.02 An employee who has been employed for at least 90 days is entitled to a period of unpaid leave of up to 104 weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.

- 32.03 The employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.
- 32.04 The period during which the employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance 52 weeks after the date on which the disappearance occurs or, in the case of death, 104 weeks after the date on which the death occurs.
- 32.05 An employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the employee's return to work.
- 32.06 In the case of a child who disappears and is subsequently found alive, the employee is to return to work 14 days after the date on which the child is found but no later than the end of the 52 week period or, if the child is found deceased, 104 weeks after the day on which the disappearance occurred.
- 32.07 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.
- 32.08 Employees on Death or Disappearance of Child Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- 32.09 An employee who has been on Death or Disappearance of Child Leave must provide at least 48 hours of written notice of the date on which the Employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 33– DOMESTIC VIOLENCE LEAVE

- 33.01 Domestic Violence Leave occurs when an employee, the employee's dependent child or a protected adult who lives with the employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of

property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.

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

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

- (i) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;
- (ii) to obtain services from a victims' services organization;
- (iii) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
- (iv) to relocate temporarily or permanently; and
- (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

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

33.05 The employee must provide at least 48 hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 34 – LEAVE FOR CITIZENSHIP CEREMONY

34.01 An employee who has been employed for at least 90 days is entitled to up to one-half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act* (Canada).

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

ARTICLE 35 – RESERVIST LEAVE

35.01 Reservist Leave will be granted as per the *Alberta Employment Standards Code*.

ARTICLE 36 - WORKERS' COMPENSATION

36.01 a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board for periods of disability extending past the date that the accident occurred.

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

36.02 An employee receiving compensation benefits pursuant to Article **36.01** shall be deemed to be on Workers' Compensation leave and shall:

- a) remain in the continuous service of the Employer;
- b) cease to earn sick leave and vacation credits;
- c) not be entitled to statutory holidays with pay falling within the period of Workers' Compensation leave; and
- d) shall be required to pay the benefit premiums to the Employer on a monthly basis in order to continue his coverage of such benefits.

36.03 An employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. Such notice shall not be required in the case of short term absence on Workers' Compensation leave where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the employee to the same position they held immediately prior to their disability.
- b) incapable of performing the duties of any position, may make application for any benefits or entitlements for which they may be eligible under the sick leave provisions or the benefit provisions, in accordance with Articles 21 and 23.

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

ARTICLE 37 – DISCIPLINE, DISMISSAL AND TERMINATION

- 37.01 There shall be no discipline or dismissal except for just cause.
- 37.02 Written warning notices may be given to employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies or any other misconduct related to their employment. The Employer will ensure that such rules, regulations or policies are applied in a fair and reasonable manner.
- 37.03 When the Employer deems it necessary to discipline an employee, progressive discipline shall be used in applying such rules, regulations or policies and the Employer will act on the matter within ten (10) days from when they became aware of it. Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee and Union in writing within ten (10) working days of the alleged incident or misdemeanor, of its intent to investigate the matter and that further action may be taken. Such further action must be taken as soon as reasonably possible and in any event, no longer than ninety (90) calendar days of the event that initiated the investigation, unless mutually agreed by the Union and the Employer, because of extenuating circumstances. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.
- 37.04 A copy of all warnings or letters of discipline shall be provided to the Union and the employee. Copies of all such warnings shall be signed by the employee and the Employer. Signing shall only be an acknowledgement of receiving the warning.
- 37.05 An employee shall have the right to have a Union Representative present when discipline, in writing, is issued or when there is an investigative meeting that may result in disciplinary action.
- 37.06 After twelve (12) months without additional offences, prior warnings or letters of discipline shall be removed from the employee's file and considered void.
- 37.07 Nothing in the foregoing prevents the Employer from pursuing the employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause subject to the grievance procedure.

- 37.08 Upon the employee giving the Employer at least one (1) day's notice, an employee shall be provided access to their personnel file and upon the employee's request, a copy of the file shall be provided.
- 37.09 An employee who wishes to terminate their employment must provide the Employer with two (2) weeks' written notice.
- 37.10 Any employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, shall be considered to have abandoned the position, and will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification to the manager or supervisor.

ARTICLE 38 – GRIEVANCE-ARBITRATION

38.01 Grievance Definition

A grievance shall be defined as any difference of opinion between parties within this Collective Agreement regarding the interpretation, meaning, operation or application of this agreement or a matter where an employee alleges to have been unjustly disciplined, suspended or dismissed.

38.02 Authorized Representatives

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

38.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and General Holidays.

38.04 Mandatory Conditions

- a) Should the employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- c) During any and all grievance proceedings, the employee shall continue to

perform duties, except in cases of suspension or dismissal.

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

38.05 Steps in the Grievance Procedure

- a) Step 1 - An employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which led to the grievance, discuss the matter with the Supervisor to attempt to resolve the grievance at this stage. Such discussion may occur with or without a Union Representative. The Supervisor shall advise the employee of their decision within ten (10) days of the employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the employee, it may be advanced in accordance with the following steps;
- b) Step 2 - If the grievance is not resolved at Step 1 above, within ten (10) days of the decision of the Supervisor, it shall be forwarded, in writing, by the Union, stating the nature of the grievance and the redress sought, to the Department Head or designated representative who shall hold a meeting within ten (10) days of receiving the grievance and reply in writing within ten (10) days of conducting the meeting. If the grievance is not settled at this stage, it may be advanced to Step 3;
- c) Step 3 - If the grievance is not resolved at Step 2 above, within ten (10) days of the reply from the Department Head or designated representative, the Union shall submit the grievance in writing to the President of the Corporation. The President of the Corporation shall hold a hearing within ten (10) days of receipt of the grievance. The President of the Corporation shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

38.06 Policy Grievance

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

38.07 Replies in Writing

Replies to grievances shall be in writing at all stages.

38.08 Facilities for Grievances

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

38.09 Arbitration

- a) Either party wishing to submit a grievance to arbitration shall, within thirty (30) calendar days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator;
- b) Within fifteen (15) calendar days of receipt of notification provided for as above, the party receiving such notice shall;
 - i) Inform the other party of the name of its appointee to the Arbitration Board; or
 - ii) Arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the selection of a single Arbitrator, an Arbitration Board shall be established.
- c) Where appointees to the Board have been named by the parties, they shall within fifteen (15) calendar days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.
- d) The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.
- e) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 39- UNION-MANAGEMENT ADVISORY COMMITTEE

- 39.01 A Union-Management Advisory Committee (UMAC) shall be established within one (1) month of the signing of the Collective Agreement. The Local Union shall provide the names of up to two (2) employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.
- 39.02 The functions of the UMAC are to examine and make recommendations regarding the concerns of employees relative to matters regarding employment which are not covered within this Collective Agreement.
- 39.03 Matters discussed at UMAC expressly exclude issues covered by the Collective Agreement, there shall be no recourse to the grievance procedure relative to such matters.
- 39.04 Except by mutual agreement, such meetings will take place on a quarterly basis during each year, or at the request of either party upon presentation of an agenda, during the term of the Collective Agreement.

ARTICLE 40 – HEALTH AND SAFETY

- 40.01 Within 30 days of the signing of the Collective Agreement, the Employer and the Union will establish a Joint Health and Safety Committee which is composed with three (3) representatives of the Union and up to five (5) representatives of the Employer.
- 40.02 **Representatives of the Union shall suffer no loss of regular pay for attending Joint Health and Safety Committee meetings.**
- 40.03 The Joint Health and Safety Committee shall hold meetings on a monthly basis.
- 40.04 **Meetings of the Joint Health and Safety Committee shall be held during regular work hours.**
- 40.05 The mandate of the Committee shall be to jointly consider, monitor, inspect, investigate and review matters brought to the Committee with a view to improving health and safety conditions and practices in the workplace.
- 40.06 **Copies of minutes of all committee meetings shall be sent to the Employer and the Union and made accessible to all WBH CUPE employees.**
- 40.07 **No employee shall be disciplined for exercising their right to refuse unsafe work under the provisions of the *Alberta Occupational Health and Safety Act*.**

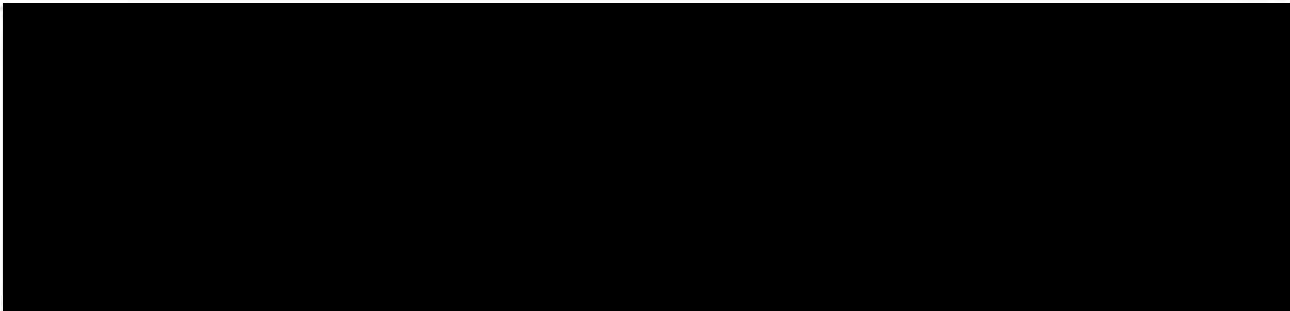
ARTICLE 41– JOB CLASSIFICATION

- 41.01 The Employer agrees to provide each employee with a specific classification job description and a copy will be sent to the Union office.
- 41.02 Where the Employer creates a new classification, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, **the employee(s) in the position and** the Union shall be advised of the change **and receive a copy of the new or altered job description**. The parties shall meet and endeavor to negotiate a rate of pay for the new or altered classification and if **the** matter cannot be resolved, it may be submitted to **arbitration** in accordance with the Grievance Procedure for a final decision.

Dated at Fort McMurray, Alberta this 10th day of March, 2020.

Signed on behalf of the Employer

Signed on behalf of the Union



SCHEDULE 'A' Wage Grid

Zero percent (0%) increase for each year of three-year agreement.

	1-Jan-2019 to 31-Dec-2021			
	Start	Year 1	Year 2	Year 3
Summer Student	17.00	17.00	17.00	17.00
Group 1				
Housekeeper	21.70	22.35	23.02	23.71
Group 2				
Administrative Assistant	25.46	26.22	27.01	27.82
Property Administrator I	25.46	26.22	27.01	27.82
Applications Administrator	25.46	26.22	27.01	27.82
Group 3				
Rent Supplement Administrator	26.52	27.32	28.14	28.98
Lease Agent/Applications Administrator	26.52	27.32	28.14	28.98
Group 4				
Property Administrator II	27.58	28.41	29.26	30.14
Group 5				
Maintenance Labourer	28.12	28.96	29.83	30.72
Group 6				
Accounting Clerk	30.55	31.47	32.41	33.38
Group 7				
Maintenance Worker II	32.89	33.88	34.90	35.95
Group 8				
Tenant & Community Relations Coordinator	33.95	34.97	36.02	37.10
Group 9				
Junior Accountant	36.97	38.08	39.22	40.40
Group 10				
IT Support	37.13	38.24	39.39	40.57
Group 11				
Accountant	38.07	39.25	40.43	41.61
Group 12				
Senior Accountant	42.44	43.71	45.02	46.37

Letter of Understanding #1

Between

Wood Buffalo Housing & Development Corporation
(hereinafter referred to as the "Employer")

And

Canadian Union of Public Employees Local 1505
(hereinafter referred to as the "Union")

RE: LIVING ALLOWANCE

The Employer agrees that all Regular Full-time employees shall be paid a living allowance according to the guidelines set by the Government of Alberta as it pertains to the cost of living in Fort McMurray, Municipality of Wood Buffalo. This amount, at present, is one thousand and forty dollars (\$1,040.00), which is paid on a bi-weekly basis in the amount of four hundred and eighty dollars (\$480.00).

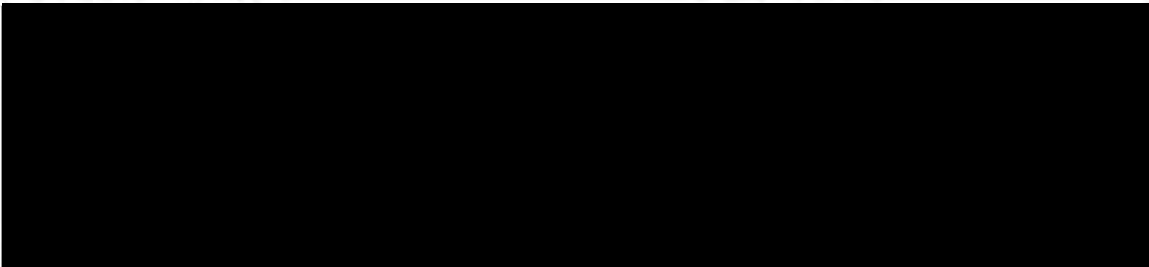
Regular Part-time, Temporary and Casual employees shall be paid a pro-rated portion based upon their hours of work on a monthly basis, which is paid on a bi-weekly basis.

The Employer shall make every effort to give employees at least ninety (90) day's notice of any decrease or elimination in the amount of the living allowance.

Date: March 10, 2020

For the Employer:

For the Union:



Letter of Understanding #2

Between

Wood Buffalo Housing & Development Corporation
(hereinafter referred to as the "Employer")

And

Canadian Union of Public Employees Local 1505
(hereinafter referred to as the "Union")

RE: RETURN OF SERVICE AGREEMENT

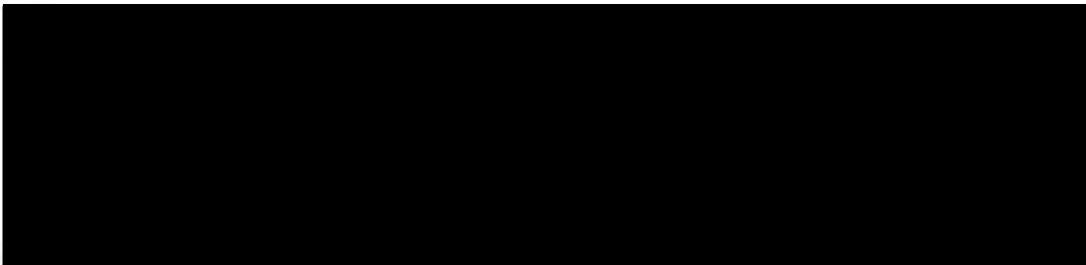
The Employer and the employee may enter into a Return of Service Agreement which will set out the terms under which the Employer will pay for the cost of an employee's educational programming.

The Return of Service Agreement will be implemented in a consistent manner across all classifications.

Date: March 10, 2020

For the Employer:

For the Union:

A large black rectangular redaction box covers the signature area for both the Employer and the Union. Two horizontal lines extend from the right side of the box, corresponding to the 'For the Employer:' and 'For the Union:' labels.

Letter of Understanding #3

Between

Wood Buffalo Housing & Development Corporation
(hereinafter referred to as the "Employer")

And

Canadian Union of Public Employees Local 1505
(hereinafter referred to as the "Union")

RE: ELIMINATION OF POSITIONS

1. The Parties agree that the Maintenance I, Maintenance I (Painter) and Groundskeeper positions will be combined to a new position of "Maintenance Labourer". The Maintenance Labourer rate of pay will be the same as the "Maintenance I" rate of pay. There will be a minimum of seven (7) Maintenance Labourer positions.
2. The current incumbents in the Maintenance I and the Maintenance I (Painter) positions, subject to ability to complete the job requirements will assume the positions of Maintenance Labourer.
3. The current incumbents in the Maintenance I positions will be placed in the Maintenance Labourer position and will not be offered a severance.
4. The current incumbents of Maintenance I (Painter) positions will have the opportunity to fill a Maintenance Labour position or take a severance.
5. All Groundskeeping incumbent employees will be offered a severance in accordance with Paragraph 13.
6. Maintenance I employees transferred to the Maintenance Labourer position will remain at their current rate of pay in the wage grid, moving appropriately at the anniversary. Maintenance I (Painters) will be placed in the wage grid at the step closest to their current rate of pay which also provides at least a three percent (3%) increase to their wage.
7. If the Employer or the Maintenance I (Painters) find the Maintenance Labourer position to be unsuitable for the incumbent over the course of a six-month trial period, the employee will receive severance of 3.5 weeks wages per year of service less deductions and withholdings. For clarity, the determination of unsuitability is subject to the grievance and arbitration procedures.

8. The Employer will, in conjunction with the Union, approach the Resident Service Aides, Housekeepers and Dietary Aides at Rotary House to inquire whether they wish to receive a severance package. If Rotary House employees opt for a severance, General Group employees who have had their positions eliminated will be provided an opportunity to assume a vacant position at Rotary House within two (2) weeks of ratification.
9. The one remaining Maintenance II worker position at Wood Buffalo Housing, will be offered to current Maintenance II employees, in order of most to least senior, who have at least a Fifth Class Power Engineering ticket which is required by the Employer. This Maintenance II position will be assigned to Prospect View and will be responsible for Maintenance II and Maintenance Labourer duties at that location and Maintenance Worker II duties at all other locations.
10. The Maintenance II worker moved to the Rotary House Collective Agreement during the labour dispute will be offered a severance. Maintenance II incumbent employees will be offered the Maintenance II position at Rotary House in order of most to least senior. The employee accepting the position, or the least senior Maintenance II employee will transfer to Rotary House and will be subject to the Letter of Understanding for the previously transferred Wood Buffalo Housing employee (Stuart [Toby] Taylor).
11. There will be three (3) severance packages offered to Maintenance II workers, in order of most to least senior and in accordance with paragraphs 9 and 10.
12. The two (2) full time Housekeeping (MUR) positions will be offered to the incumbent Housekeepers who hold Housekeeping (MUR) requirements, in order of most to least senior. Incumbent Housekeepers will opt to select either the severance package or a full-time position until there are no positions left. The remaining incumbent Housekeepers will receive severance in accordance with paragraph 13.
13. All employees who will no longer be employed at Wood Buffalo Housing or Rotary House will receive:
 - 3.5 weeks wages/year severance, including a cash value for benefits and COLA, less deductions and withholdings for each completed year of service/no bumping permitted;
 - for Wood Buffalo Housing General Group Employees, the last day of employment is the return to work date set out in the Return to Work Protocol, and payment of severance (less deductions and withholdings) payable within five (5) business days of acceptance;
 - for the purposes of the employee ROE, it shall state "shortage of work".
14. Article 5.01 has no application to the use of contracted services to replace the work of eliminated positions.