



Employer Proposal

for the first collective between

**Avenue Living Communities Ltd.**

and

**United Food and Commercial Workers Canada Union, Local No. 401**

October 12, 2022

*The Employer has used the article numbering from the Union's draft table of contents for ease of discussions in bargaining, without prejudice to whether every article proposed should be included in the first collective agreement. The Employer proposes to review the order of the placement of article in the first collective agreement. The Employer reserves the right to add, delete, alter or amend proposals and correct any errors or omissions. This proposal is made on a "without prejudice" basis.*

### **Article 1 – Purpose of the Agreement**

- 1.1 The spirit and intention of this agreement is to maintain good and amicable relations between the Employer and all of its Employees covered by this agreement, to maintain mutually satisfactory working relations between the Employer and its Employees, establish and maintain rates of pay and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation, and negotiation.
- 1.2 The provisions of this agreement are intended to be gender neutral and shall be interpreted on that basis.

### **Article 2 – Duration of Agreement**

- 2.1 This agreement shall be effective the date of ratification and shall be valid until \_\_\_\_\_, and thereafter from year to year unless a written notice is given by either party. Notice to bargain shall be provided not less than sixty (60) Days, nor more than one hundred twenty (120) Days prior to the expiration of the term of this agreement.

### **Article 3 – Clarification of Terms**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 4 – Definitions**

- 4.1 “Days” unless expressly specified to be business days, means calendar days, inclusive of holidays.
- 4.2 “Employee” means an employee of Avenue Living Communities Ltd. who is covered by this collective agreement in accordance with Article 18. An Employee is categorized as one of the following:
  - (a) Probationary Employee who is within their probationary period as defined in Article 30;
  - (b) Regular Employee who has completed their probationary period; or
  - (c) Temporary Employee who is hired for a specific duration not to exceed eighteen (18) months.
- 4.3 “Employer” means Avenue Living Communities Ltd.
- 4.4 “Union” means United Food and Commercial Workers Canada Union, Local No. 401.

### **Article 5 – Strikes and Lockouts**

- 5.1 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this agreement. The meaning of the word “strike” and “lockout” shall be as defined in the Alberta *Labour Relations Code*.

- 5.2 In the event of a breach of a violation of this article, the Union, upon being informed thereof by the Employer, shall immediately notify the Employees it represents that such conduct and/or other work interferences are unauthorized and in violation of this agreement, and direct those involved to immediately resume work. Further, upon being notified of any conduct or acts on the part of any of the Employees it represents in violation of this article, the Union shall take immediate positive action to cause such conduct to be ceased.

#### **Article 6 – Legislated Minimums**

*The Employer proposes this article not be included in the collective agreement.*

#### **Article 7 – Managements Rights**

- 7.1 The Employer shall be the sole judge of the appropriate location of its place or places of business, the number of Employees to be employed, and the work to be performed at all such locations.

Except where otherwise expressly limited by a specific provision of this agreement, the Employer shall have the sole and exclusive right to determine all matters pertaining to the management of the Employer and its affairs. Without limiting the generality of the foregoing, such Employer rights shall include 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 agreement;
- (b) Direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification shall be continued or declared redundant;
- (c) Hire, promote, transfer, layoff, and recall Employees;
- (d) Demote, discipline, suspend, or discharge for just cause.

The parties agree that the foregoing enumeration of management rights shall not be deemed to exclude other recognized functions of management not specifically covered by this agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this agreement.

- 7.2 An Employee shall lose their seniority and their employment shall be at an end, if they:
- (a) retire;
  - (b) resign;
  - (c) fail to return to work at the expiration of an authorized leave;
  - (d) fail to respond to a recall notice within the time required under this agreement;
  - (e) are discharged for just cause; or
  - (f) fail to report for five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence.

**Article 8 – Management Training**

*The Employer proposes this article not be included in the collective agreement.*

**Article 9 – Employee Rights**

*The Employer proposes this article not be included in the collective agreement.*

**Article 10 – Successorship**

*The Employer proposes this article not be included in the collective agreement.*

**Article 11 – Codifying Pre-Unionization Rights and Privileges**

*The Employer proposes this article not be included in the collective agreement.*

**Article 12 – Technological Changes**

*The Employer proposes this article not be included in the collective agreement.*

**Article 13 – Bulletin Boards**

- 13.1 The Employer agrees to post the agreement and other Union material on a bulletin board accessible to all bargaining unit members. Employees shall be notified where to find the agreement during their orientation. If an Employee desires a printed copy of the agreement, the Union agrees to provide a copy of the agreement to the Employee, with no cost to the Employer.

**Article 14 – ~~Dignity and Respect~~ Non-Discrimination**

- 14.1 The Employer shall not discriminate in its hiring and employment practices against persons, in accordance with the *Alberta Human Rights Act*, as amended and to include Union membership and activity in the Union.
- 14.2 The Union shall not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, as amended.

**Article 15 – Communication**

- 15.1 For the purposes of this agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names and promptly advise the Employer of any changes to the list.
- 15.2 Any written notice required under this agreement shall be directed to the designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.

### **Article 16 – Investigation and Assessment**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 17 – Temporary Foreign Workers, Undocumented Workers, Asylum Seekers, and Refugees**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 18 – Recognition and Scope**

- 18.1 Avenue Living Communities Ltd. recognizes the United Food and Commercial Workers Canada Union, Local No. 401 for the duration of this agreement as the sole collective bargaining agent for the purposes of collective bargaining in respect of wages and other conditions of employment on behalf of the Employees of the Employer as set out in the certificate of the Alberta Labour Relations Board dated June 20, 2022 (Board Certificate Number C2044-2022).

### **Article 19 – ~~Union Membership, Security, and Check-off~~ Union Dues, Membership, and Security**

#### **Dues Remittance**

- 19.1 The Employer agrees to deduct from the gross regular pay cheque of each Employee for whom the Union has bargaining authority under this agreement, Union dues or sums in lieu of any such dues, and initiation fees, as specified by the Union. Said deductions shall occur on the Employee's regular pay cheque.
- 19.2 Membership dues or sums in lieu so deducted from salaries shall be paid within thirty (30) Days following each pay period. Said payments shall be supported by a list of Employees and the amount deducted on each person's behalf.
- 19.3 The Employer agrees to include total annual dues on T4 slips.
- 19.4 The Employer shall submit the dues and Employee list electronically in a manner acceptable to both parties.
- 19.5 The Union shall provide the Employer with at least four (4) weeks' notice prior to changing the amount of dues to be deducted.
- 19.6 The Employer shall supply on a quarterly basis a report to the Union containing the following information on a mutually agreed data processing medium:
- a) full name;
  - b) Employee number;
  - c) status (active, on leave);
  - d) classification;
  - e) date of birth;
  - f) date of hire;
  - g) Union seniority date;
  - h) termination date and reason for termination;
  - i) home address (including City and Postal Code);

- j) phone numbers (cell and home);
- k) current rate of pay; and
- l) hours worked in the period.

### **Union Membership**

19.7 The Employer shall be free to hire new Employees who are not members of the Union. The Employer shall supply a copy of an application (provided by the Union) for Union membership to each new Employee hired and the Employee shall be responsible for returning the application to the Union within the first week of employment.

### **Union Security**

19.8 The Employer undertakes that it shall not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights either individually or collectively which shall conflict with any of the provisions of this agreement.

### **Article 20 – Union Steward and Representatives**

20.1 Union stewards may be appointed or elected by the Union from time to time, and the Union shall identify to the Employer its designated Union stewards. The Union agrees that it shall only be entitled to name up to one (1) Union steward plus one (1) alternate.

20.2 Employees of the Employer who are Union stewards shall not suffer loss of regular straight time wages for time spent in Union-management meetings, grievance meetings or for performing other Union steward functions.

20.3 The Union acknowledges that Union stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without approval of their manager. Each Union steward shall, with the consent of their manager, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union steward as provided in this agreement. Such consent from the manager shall not be unreasonably withheld. When Union steward or Union labour relations officers are meeting with an Employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place during the Employee's breaks provided in this agreement. Where this is not possible, the Employee must receive approval of their manager prior to leaving their regular duties.

### **Article 21 – Union Committee**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 22 – Digital Membership Cards**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 23 – SolusGuard**

*The Employer proposes this article not be included in the collective agreement.*

**Article 24 – Security Cameras and Company Cameras**

*The Employer proposes this article not be included in the collective agreement.*

**Article 25 – Whistle Blower Protection**

*The Employer proposes this article not be included in the collective agreement.*

**Article 26 – Discipline and Discharge**

- 26.1 An Employee shall have the right to have a Union steward or Union labour relations officer present at a meeting when the Employer is meeting with an Employee who may be subject to discipline. The Employer shall notify the Union of the date, time, and place of such meetings and the meetings shall be scheduled in advance in order for the Union steward or Union labour relations officer to be present. The lack of availability of the Union steward or Union labour relations officer shall not unduly delay the meeting. It is understood that the Union may participate by phone, virtually, or in person.
- 26.2 A copy of all written disciplinary action shall be provided to the Employee concerned. A copy shall be forwarded to the designated Union representative.
- 26.3 The Employer shall not rely on previous discipline that is dated more than twenty-four (24) months prior to the current incident.

**Article 27 – Fresh Start**

*The Employer proposes this article not be included in the collective agreement.*

**Article 28 – Personnel File**

*The Employer proposes this article not be included in the collective agreement.*

**Article 29 – Grievance and Arbitration Procedure**

- 29.1 A grievance is defined as any complaint, disagreement or difference of opinion between the parties concerning the interpretation, application, operation, or alleged violation of the terms and provisions of this agreement.
- 29.2 Employees may have the benefit of representation by Union stewards or Union labour relations officers at any of the steps in the procedure.
- 29.3 The Employer and the Union agree that it is desirable to resolve disputes through discussions between the Employee and the appropriate management representative so as to resolve differences quickly.

**Grievance Procedure**

- 29.4 Grievances shall be dealt with in the following manner without stoppage of work:

### Step 1 – Manager

The Employee shall first take their complaint to their immediate manager within fourteen (14) Days of the date on which the complaint becomes apparent, or ought to have become apparent. The manager shall meet with the Employee within seven (7) Days to discuss and attempt to resolve the complaint.

### Step 2 – Regional Vice President

If discussions with the manager at Step 1 do not resolve the complaint, a written grievance must be submitted in writing to the regional vice president within fourteen (14) Days of the meeting with the manager.

The grievance shall include:

- (a) The nature of the grievance, including the date and the circumstances out of which it arose;
- (b) The provisions of the collective agreement that are alleged to have been violated; and
- (c) The remedy or correction the Employer is requested to make.

The regional vice president or designate shall meet with the Union within fourteen (14) Days of receipt of a written grievance. The regional vice president or designate shall reply to the Union in writing as to the disposition of the grievance within seven (7) Days of the meeting. In the event the grievance is denied, the regional vice president or designate shall identify the reasons for the denial in writing.

### Step 3 - Arbitration

If the grievance is not resolved at Step 2, the Union shall refer the grievance to arbitration by providing written notice within fourteen (14) Days of receipt of the Step 2 decision.

The parties shall attempt to agree upon the choice of a person to act as single arbitrator within fourteen (14) Days of the date of the request for arbitration. If the parties are unable to agree on a person to act as the single arbitrator, either party may request the director of mediation services in writing to appoint a single arbitrator.

## **Arbitration**

- 29.5 The arbitrator under Step 3 shall not have authority to alter or change any of the provisions of this agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this agreement, but it is agreed that where disciplinary action is involved the arbitrator shall have the power to award a penalty or amend a penalty imposed by the Employer.
- 29.6 In grievances which involve a termination, the parties shall undertake best efforts to prioritize the hearing of the grievance in an expedited fashion.
- 29.7 The findings of and decisions of the arbitrator shall be binding and enforceable on all parties involved.
- 29.8 Each party shall be responsible for one-half (1/2) the expenses and/or fees payable to the arbitrator.

## **Termination and Policy Grievances**



29.9 In the event of a termination grievance or a policy grievance, such grievance shall commence at Step 2 of the grievance procedure. The grievance written grievance must be submitted in writing to the regional vice president within ten (10) Days of the date of the termination or the date the Union became aware, or ought to have been aware, of the policy issue.

#### **Time Limits**

29.10 Time limits set out in this Article may be extended by mutual agreement between the parties, and must be in writing, provided that requests for extension are made prior to the expiry of the time limit. It is agreed that such requests shall not be unreasonably denied.

29.11 It is the mutual desire of the parties that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose. Time limits and procedures contained herein are mandatory. If the Employee or Union fail to meet their required time limit, the grievance shall be considered abandoned. If the Employer fails to meet their required time limit, the grievance shall advance to the next step in the grievance procedure.

#### **Article 30 – Probationary Period**

30.1 A new Employee shall serve a probationary period of ninety (90) Days. Upon completion of the Employee's probationary period, the Employee shall have their seniority back dated to their latest date of hire.

30.2 The Employer may extend a new Employee's probationary period, with agreement from the Union. Such an extension and the reasons why, shall be made known to the affected Employee prior to the expiry of the original probationary period.

30.3 Probationary Employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this agreement.

#### **Article 31 – Seniority**

31.1 Seniority shall be defined as the length of continuous service as a Regular Employee in the Employee's classification. If an Employee is transferred to a different classification but is returned to their original classification in three (3) months or less, they shall regain the seniority they held immediately prior to the transfer. Classifications shall be:

- Maintenance Associate – Work Order
- Maintenance Associate – Unit Turns
- Maintenance Support

31.2 In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each Employee.

31.3 Seniority shall continue to accrue during any period of authorized paid or unpaid leave of absence.

31.4 Employees within the bargaining unit who accept a permanent position outside the bargaining unit shall not accrue seniority.

## **Article 32 – Layoffs and Recalls**

### **Layoffs**

32.1 The Employer shall layoff Employees by classification in reverse order of seniority provided the senior Employee possesses the relevant ability, skills, and qualifications.

### **Recall**

32.2 Employees on layoff shall maintain their seniority and have recall rights for twenty-six (26) weeks, after which their employment shall be deemed to be terminated and seniority forfeited.

32.3 Employees shall be recalled by classification in order of seniority provided they have the skills, qualifications, and ability to perform the job.

32.4 When an Employee is to be recalled to work, the Employer shall attempt to contact the Employee by telephone. If telephone contact is not made, then a recall notice shall be sent by email to the Employee's last known email address. It shall be the responsibility of the Employee to keep the Employer informed of their current email address and telephone number. If the Employee does not respond within seven (7) Days of the recall notice being emailed, the Employee shall lose their recall rights and seniority, and employment shall terminate.

32.5 No new Employee may be hired until qualified Employees in the classification who are on layoff have been given the opportunity of recall.

## **Article 33 – Promotions and Vacancies**

33.1 When the Employer determines it is necessary to fill a vacant position within the scope of this agreement, the position shall be posted. Vacancies and job postings shall be open to applicants for seven (7) Days.

33.2 When filling vacancies, if the ability, qualifications, and merit of several candidates are equal, then seniority shall be the determining factor.

33.3 On commencement of employment, the Employer shall introduce new Employees to the Union steward or Union labour relations officer. The Employer agrees that a Union steward shall be invited to meet with new Employees during their orientation period. The time allotted for such a meeting shall not be less than thirty (30) minutes. Where more than one Employee has been hired, the meeting shall be arranged with all new Employees in attendance at the orientation period.

## **Article 34 – Health and Safety**

34.1 The Employer and the Union are committed to maintain safe working conditions for all Employees. Everyone must be safety conscious and take responsibility for creating and maintaining a safe work environment, for themselves and those around them.

34.2 The Union shall appoint one (1) Employee representative and one (1) alternate Employee representative to the Employer's health and safety committee.

**Article 35 – Heightened Health Concerns**

*The Employer proposes this article not be included in the collective agreement.*

**Article 36 – Committees**

*The Employer proposes this article not be included in the collective agreement.*

**Article 37 – Contracting Out Work**

*The Employer proposes this article not be included in the collective agreement.*

**Article 38 – No Working Short**

*The Employer proposes this article not be included in the collective agreement.*

**Article 39 – Training and Employment Checks**

- 39.1 The Employer shall reimburse Employees for the cost of all checks required to be produced prior to hire within thirty (30) Days of the Employee providing an original receipt to the Employer. It is the responsibility of the Employee to request the reimbursement of such costs.
- 39.2 If an Employee fails to complete one (1) year of service with the Employer, the Employee and Union agree that the Employer may deduct from the Employee’s final pay cheque the reimbursement cost of the checks referenced in Article 39.1.
- 39.3 Employees are required to take and attend all training or workshops required by the Employer. All training and workshops shall be paid for by the Employer. If an Employee fails to complete one (1) year of service with the Employer, the Employee and the Union agree that the Employer may deduct from the Employee’s final pay cheque the costs associated with any non-Employer specific training or workshops.

**Article 40 – ~~Hours of Work, On-Call Overtime, Banked Overtime Hours of Work and On-Call~~**

**Hours of Work**

- 40.1 The Employer retains the right, in its sole discretion, to schedule hours of work of Employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.
- 40.2 The regular hours of work for a full-time Employee are forty (40) hours per week, eight (8) hours per day.

**Overtime**

- 40.3 When the needs of the operation require it, Employees may be required to work overtime. All overtime must be authorized in advance by the Employer. Employees shall only be compensated

for authorized overtime.

40.4 Overtime is defined as:

- (a) the total of an Employee's hours worked in excess of eight (8) on each work day in the work week, or
- (b) an Employee's hours worked in excess of forty-four (44) hours in the work week, whichever is greater, and, if the hours in (a) and (b) are the same, the overtime hours are those common hours.

40.5 Overtime time hours worked shall be paid at a rate of one and one-half times (1.5x) the Employee's regular hourly rate of pay set out in Appendix A.

### **On-Call**

40.6 An Employee designated by the Employer to be on-call shall receive an on-call premium of seventy-five dollars (\$75) for each seven (7) Days of on-call duty. An Employee designated to be on-call for less than seven (7) Days shall receive a pro-rated on-call premium, for each Day they are designated to be on-call. An Employee designated to be on-call shall be fit for duty and report to work in a timely fashion as required.

40.7 An Employee who is designated by the Employer to be on-call and is required by the Employer to report to work shall receive the greater of:

- (a) two (2) hours paid at a rate of one and one-half times (1.5x) the Employee's regular hourly rate of pay in Appendix A; or
- (b) the hours actually worked when called in, paid at a rate of one and one-half times (1.5x) the Employee's regular hourly rate of pay in Appendix A.

### **Article 41 – Meal and Rest Periods**

41.1 An Employee who works in excess of five (5) hours in a day shall receive an unpaid meal break of thirty (30) minutes.

### **Article 42 – General Holidays**

42.1 The Employer recognizes the following general holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

42.2 Eligibility for and entitlement to general holiday pay shall be in accordance with the *Employment*

*Standards Code.*

- 42.3 The Employer recognizes the importance of granting time off to Employees who observe religious holidays other than those recognized provincially. Employees may observe alternate religious holidays using one of the following:
- (a) working a day in lieu; or
  - (b) vacation day; or
  - (c) unpaid day.

Sick days are not approved for the observance of religious holidays.

### **Article 43 – General Leaves of Absence**

- 43.1 Nothing in this article affects any right to leave as provided for under the *Employment Standards Code* as may be amended from time to time.
- 43.2 Employees must have been employed for at least ninety (90) Days to access any of the leaves outlined in this Article.
- 43.3 Employees are required to provide the notice and all other information, as well as meet the eligibility requirements as prescribed by the *Employment Standards Code* to qualify for the leaves in this Article.

#### **Bereavement Leave**

- 43.4 Employees shall be entitled to bereavement leave of up to three (3) working days of unpaid leave per calendar year in the event of the death of a family member.

#### **Citizenship Ceremony Leave**

- 43.7 Employees shall be entitled up to a half (1/2) day of unpaid citizenship ceremony leave to attend a citizenship ceremony to receive a certificate of citizenship.

#### **Compassionate Care Leave**

- 43.8 Employees shall be entitled to up to twenty-seven (27) weeks' unpaid compassionate care leave for the purpose of providing care or support to a seriously ill family member.

#### **Critical Illness of a Child Leave**

- 43.9 Employees shall be entitled to critical illness leave of up to thirty-six (36) weeks' unpaid leave to provide care or support to a child under the age of eighteen (18).

#### **Death or Disappearance of a Child Leave**

- 43.10 An Employee shall be entitled to an unpaid leave as follows:
- (a) a period of up to fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as

- a result of a crime; or
- (b) a period of up to one-hundred-four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

43.11 An Employee is not entitled to death or disappearance of a child leave if they are charged with the crime that resulted in the death or disappearance of the child.

### **Domestic Violence Leave**

43.12 For the purposes of this article, domestic violence occurs when an Employee, the Employee's dependent child, or a protected adult who lives with the Employee is subjected to any of the following acts or omissions by another person who:

- (a) is or has been married to the Employee, is or has been an adult interdependent partner of the Employee or is residing or has resided together with the Employee in an intimate relationship;
- (b) is or has been in a dating relationship with the Employee, regardless of whether they have lived together at any time;
- (c) is the biological or adoptive parent of one or more children with the Employee, regardless of their marital status or whether they have lived together at any time;
- (d) is related to the Employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or
- (e) resides with the Employee and has care and custody over the Employee pursuant to an order of a court.

43.13 The following acts and omissions constitute domestic violence for the purposes of this Article:

- (a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
- (b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
- (c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
- (d) forced confinement;
- (e) sexual contact of any kind that is coerced by force or threat of force;
- (f) stalking.

43.14 An Employee may take unpaid domestic violence leave, for any length of time that is reasonably required, for one or more of the following purposes:

- (a) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
- (b) to obtain services from a victim services organization;
- (c) to obtain psychological or other professional counselling for the Employee or the

- Employee's dependent child or a protected adult;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (f) any other purpose provided for in the Alberta *Employment Standards Regulation*.

43.15 An Employee shall endeavour to provide as much notice as reasonably possible of the need for domestic violence leave and the estimated length of the leave.

### **Long Term Illness and Injury Leave**

43.16 Employees shall be entitled to unpaid leave due to illness, injury or quarantine. Such leave shall not exceed sixteen (16) weeks in a calendar year.

### **Maternity and Parental Leave**

43.17 An Employee, upon written request, shall be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.

43.18 Where the pregnancy of an Employee interferes with the performance of the Employee's duties during the twelve (12) weeks before the estimated date of delivery, the Employer may give written notice requiring the Employee begin maternity leave.

43.19 Maternity leave shall not exceed sixteen (16) weeks however may be combined with parental leave entitlements below to provide for a total leave of absence which shall not exceed seventy-eight (78) weeks.

43.20 A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the Employee provides proof satisfactory to the Employer that they are fit to resume work and shall not endanger their health.

43.21 A parent upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth or adoption of a child. For the birth mother, parental leave starts immediately following maternity leave.

43.22 An Employee adopting a child must:

- (a) Make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and
- (b) Provide the Employer with at least one (1) Days' notice that such leave is to commence.

43.23 An Employee intending to take maternity leave and parental leave, shall inform the Employer as to anticipated length the Employee intends to take for maternity and/or parental leave.

43.24 An Employee absent on maternity and parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work, following which the Employer shall reinstate the Employee in the same step in the salary scale or provide the Employee with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued

to the Employee up to the date they commenced the leave.

43.25 Maternity leave and parental leave shall be without pay and benefits. An Employee may maintain their benefit coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave. Employees who choose not to maintain their benefit coverage under the Employer benefit plan shall have their benefits reinstated upon return to work, subject to any eligibility criteria of the third-party benefits provider.

#### **Personal and Family Responsibility Leave**

43.26 Employees shall be entitled to up to five (5) working days of unpaid leave in a calendar year for the following purposes:

- (a) the health of the Employee; or
- (b) the meeting of family responsibilities in relation to a family member.

#### **Reservist Leave**

43.27 Employees who are reservists are entitled to unpaid reservist leave for deployment and training in the Canadian Armed Forces.

#### **Jury and Material Witness Leave**

43.28 All Employees who have been called for jury duty, or who have been summoned or subpoenaed as a witness in any court, except for proceedings to which the Employee is a party, shall be granted leave without pay for the duration of that duty. An Employee who has been selected to be part of a jury or who has been summoned or subpoenaed as a witness must notify the Employer forthwith.

#### **Time Off to Vote**

43.29 The Employer agrees to provide an Employee with at least three (3) consecutive hours during open polling hours to entitle the Employee to vote in any government election. It is understood that should an Employee have three (3) consecutive hours available outside of their working hours, the Employee shall not be entitled to any time off. Any time off required to provide the Employee with three (3) consecutive hours shall be unpaid.

43.30 Should an Employee require time off to vote, they shall provide their manager with reasonable notice.

43.31 An Employee shall be entitled to unpaid time off as required to attend a band council electoral process.

#### **General Leave of Absence**

43.32 An Employee may request an unpaid leave of absence for any reason. The length of the leave of absence shall be based on the expressed need of the Employee. It is understood that the Employer, in its sole discretion, may deny the request for a leave of absence for legitimate operational reasons. It is agreed that an Employee shall not be entitled to a leave of absence to cover for a period of incarceration longer than seventy-two (72) hours.



## **Union Leave**

- 43.33 The Union may request a leave of absence for a member(s) to conduct Union business. The Employer agrees to grant such leave of absence subject to operational requirements that may exist. The Union leave of absence shall be with pay. The Union shall reimburse the Employer for the wage and benefit cost while an Employee is on such Union leave.
- 43.34 The Union has the right to elect or otherwise select a negotiating committee. The negotiating committee shall consist of no more than one (1) Employee per thirty (30) bargaining unit members, with no more than one (1) from any one (1) classification. The Union shall reimburse the Employer for the wage cost while an Employee is on such Union leave.

### **Article 44 – Sick Leave**

- 44.1 A Regular Employee is eligible for sick leave when they are unable to attend work due to injury, illness, or quarantine. Employees may take three (3) paid sick days per calendar year, following the completion of their probationary period. Employees who exceed the three (3) sick days per calendar year shall be unpaid.
- 44.2 Sick days are not paid out if they are not used, are not carried forward into the next year, and are not transferable to another Employee. The entitlement to sick days pursuant to this agreement is inclusive of, and not in addition to, any entitlements to a leave of absence that may be available under the *Employment Standards Code*. The entitlement to paid sick days will be credited toward any statutory entitlement to leave that may be available in the circumstances, to the extent permitted by the *Employment Standards Code*.

### **Article 45 – Vaccinations**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 46 – Personal Protective Equipment**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 47 – Equipment, Tools**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 48 – Personal Tools**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 49 – Uniforms**

*The Employer proposes this article not be included in the collective agreement.*

### **Article 50 – Prescription Safety Glasses**

*The Employer proposes this article not be included in the collective agreement.*

**Article 51 – Driving and Company Vehicles**

*The Employer proposes this article not be included in the collective agreement.*

**Article 52 – Car Allowance**

- 52.1 If the Employer determines that an Employee requires a vehicle for the performance of their duties, then the Employer shall elect to provide the Employee with either the use of a fleet vehicle, or a car allowance of three hundred dollars (\$300) per month.

**Article 53 – Rent Subsidies**

*The Employer proposes this article not be included in the collective agreement.*

**Article 54 – Work Perks**

*The Employer proposes this article not be included in the collective agreement.*

**Article 55 – Expenses**

*The Employer proposes this article not be included in the collective agreement.*

**Article 56 – Equipment and Data Services**

*The Employer proposes this article not be included in the collective agreement.*

**Article 57 – Lead Premium**

*The Employer will provide a monetary proposal at a later date.*

**Article 58 – Vacations**

*The Employer will provide a monetary proposal at a later date.*

**Article 59 – Cost of Living Allowance**

*The Employer proposes this article not be included in the collective agreement.*

**Article 60 – Wages**

*The Employer will provide a monetary proposal at a later date.*

**Article 61 – Health, Welfare, and Benefits**

*The Employer will provide a monetary proposal at a later date.*

**Article 62 – RRSP’s**

*The Employer proposes this article not be included in the collective agreement.*

**Article 63 – Company Contributions**

*The Employer proposes this article not be included in the collective agreement.*

**Article 64 – Pay Equity Legislation**

*The Employer proposes this article not be included in the collective agreement.*

**Article 65 – Rotation of Work and Favoritism**

*The Employer proposes this article not be included in the collective agreement.*

**Article 66 – Improvements Under the Labour Relations Code**

*The Employer proposes this article not be included in the collective agreement.*

**Article 67 – Rotation of Job Functions**

*The Employer proposes this article not be included in the collective agreement.*

**Article 68 – Amend Current Typos**

*The Employer proposes this article not be included in the collective agreement.*

**Article 69 – Wage Scale and Classification**

*The Employer proposes this article not be included in the collective agreement.*

**Article 70 – Wage Scale and Classification**

*The Employer proposes this article not be included in the collective agreement.*

**Article 71 – Letters of Understanding**

*The Employer proposes this article not be included in the collective agreement.*

**Article 72 – Job Descriptions**

*The Employer proposes this article not be included in the collective agreement.*

**Article 73 – Recognition in the Union’s Role in Society**

*The Employer proposes this article not be included in the collective agreement.*

## **Article 74 – Freedom of Expression and the Right to Strike**

*The Employer proposes this article not be included in the collective agreement.*

### **Letter of Understanding #1 – First Agreement Implementation**

In recognition of the fact that this collective agreement is the first collective agreement between the parties, the parties agree to the following:

1. Every three (3) months, the Employer shall meet with the Union to ensure that the Union dues, initiation fees and any other assessments are being deducted and remitted properly and correctly. These meetings shall no longer be required on the passing of one (1) year of the effective date of this agreement. The Union shall provide the required changes and the Employer shall apply them. If there are errors or omissions, the errors or omissions shall be corrected.
2. Within sixty (60) Days of ratification, the Employer shall provide each Employee with a letter confirming the following:
  - (a) seniority date
  - (b) classification
  - (c) vacation anniversary date
  - (d) vacation entitlement level

Each Employee shall have thirty (30) Days from the receipt of their letter to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and the Employee letter shall be corrected accordingly. In the absence of such agreement the Employee shall have the right to grieve in accordance with the collective agreement.

This letter of understanding terminates effective the expiry of this first collective agreement.