

# UNION PROPOSALS BETWEEN

## AVENUE LIVING COMMUNITY'S

AND



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



Without prejudice to grievances filed or yet to be filed; and without prejudice to the Union's interpretation of the Collective Agreement, the union reserves the right to add, delete, alter, or amend. Agreement on any item is subject to an agreement on an overall package.

## Table of Contents

<b>UP1 – Article 1 – Purpose of the Agreement .....</b>	<b>5</b>
<b>UP2 – Article 2 – Duration of Agreement.....</b>	<b>6</b>
<b>UP3 – Article 3 – Clarification of Terms.....</b>	<b>7</b>
<b>UP4 – Article 4 – Definitions.....</b>	<b>8</b>
<b>UP5 – Article 5 – Strikes and Lockouts .....</b>	<b>9</b>
<b>UP6 – Article 6 – Legislated Minimums .....</b>	<b>10</b>
<b>UP7 – Article 7 – Managements Rights .....</b>	<b>11</b>
<b>UP8 – Article 8 – Management Training .....</b>	<b>12</b>
<b>UP9 – Article 9 – Employee Rights.....</b>	<b>13</b>
<b>UP10 – Article 10 – Successorship .....</b>	<b>14</b>
<b>UP11 – Article 11 – Codifying Pre-Unionization Rights and Privileges.....</b>	<b>15</b>
<b>UP12 – Article 12 – Technological Changes .....</b>	<b>16</b>
<b>UP13 – Article 13 – Bulletin Boards .....</b>	<b>17</b>
<b>UP14 – Article 14 – Dignity and Respect.....</b>	<b>18</b>
<b>UP15 – Article 15 – Communication.....</b>	<b>19</b>
<b>UP16 – Article 16 – Investigation and Assessment.....</b>	<b>20</b>
<b>UP17 – Article 17 – Temporary Foreign Workers, Undocumented Workers, Asylum Seekers, and Refugees.....</b>	<b>21</b>
<b>UP18 – Article 18 – Recognition and Scope .....</b>	<b>22</b>
<b>UP19 – Article 19 – Union Membership, Security, and Check-off .....</b>	<b>23</b>
<b>UP20 – Article 20 – Union Steward and Representatives .....</b>	<b>25</b>
<b>UP21 – Article 21 – Union Committee .....</b>	<b>27</b>
<b>UP22 – Article 22 – Digital Membership Cards.....</b>	<b>28</b>
<b>UP23 – Article 23 – SolusGuard.....</b>	<b>29</b>
<b>UP24 – Article 24 – Security Cameras and Company Cameras.....</b>	<b>30</b>
<b>UP25 – Article 25 – Whistle Blower Protection.....</b>	<b>31</b>
<b>UP26 – Article 26 – Discipline and Discharge .....</b>	<b>32</b>
<b>UP27 – Article 27 – Fresh Start .....</b>	<b>33</b>
<b>UP28 – Article 28 – Personnel File .....</b>	<b>34</b>

**UP29 – Article 29 – Grievance and Arbitration Procedure .....35**

**UP30 – Article 30 – Probationary Period .....37**

**UP31 – Article 31 – Seniority .....38**

**UP32 – Article 32 – Layoffs and Recalls.....40**

**UP33 – Article 33 – Promotions and Vacancies .....41**

**UP34 – Article 34 – Health and Safety.....42**

**UP35 – Article 35 – Heightened Health Concerns.....45**

**UP36 – Article 36 – Committees.....50**

**UP37 – Article 37 – Contracting Out Work .....51**

**UP38 – Article 38 – No Working Short .....52**

**UP39 – Article 39 – Training and Employment Checks.....53**

**UP40 – Article 40 – Hours of Work, On-Call Overtime, Banked Overtime.....54**

**UP41 – Article 41 – Meal and Rest Periods .....59**

**UP42 – Article 42 – General Holidays .....60**

**UP43 – Article 43 – General Leaves of Absence .....61**

**UP44 – Article 44 – Sick Leave.....68**

**UP45 – Article 45 – Vaccinations.....69**

**UP46 – Article 46 – Personal Protective Equipment.....70**

**UP47 – Article 47 – Equipment, Tools.....71**

**UP48 – Article 48 – Personal Tools .....72**

**UP49 – Article 49 – Uniforms.....73**

**UP50 – Article 50 – Prescription Safety Glasses .....74**

**UP51 – Article 51 – Driving and Company Vehicles .....75**

**UP52 – Article 52 – Car Allowance .....76**

**UP53 – Article 53 – Rent Subsidies .....77**

**UP54 – Article 54 – Work Perks .....78**

**UP55 – Article 55 – Expenses .....79**

**UP56 – Article 56 – Equipment and Data Services .....80**

**UP57 – Article 57 – Lead Premium .....81**

**UP58 – Article 58 – Vacations .....82**

<b><i>UP59 – Article 59 – Cost of Living Allowance .....</i></b>	<b><i>83</i></b>
<b><i>UP60 – Article 60 – Wages.....</i></b>	<b><i>84</i></b>
<b><i>UP61 – Article 6 – Health, Welfare, and Benefits .....</i></b>	<b><i>85</i></b>
<b><i>UP62 – Article 62 – RRSP’s .....</i></b>	<b><i>86</i></b>
<b><i>UP63 – Article 63 – Company Contributions .....</i></b>	<b><i>87</i></b>
<b><i>UP64 – Pay Equity Legislation.....</i></b>	<b><i>88</i></b>
<b><i>UP65 – Article 65 – Rotation of Work and Favoritism .....</i></b>	<b><i>89</i></b>
<b><i>UP66 – Article 66 – Improvements Under the Labour Relation .....</i></b>	<b><i>90</i></b>
<b><i>UP67 – Article 67 – Rotation of Job Functions.....</i></b>	<b><i>91</i></b>
<b><i>UP68 – Article 68 – Amend Current Typos.....</i></b>	<b><i>92</i></b>
<b><i>UP69 – Article 69 – Wage Scale and Classification .....</i></b>	<b><i>93</i></b>
<b><i>UP70 – Article 70 – Wage Scale and Classification .....</i></b>	<b><i>94</i></b>
<b><i>UP71 – Article 71 – Letters of Understanding .....</i></b>	<b><i>95</i></b>
<b><i>UP72 – Article 72 – Job Descriptions.....</i></b>	<b><i>96</i></b>
<b><i>UP73 – Article 73 – Recognition in the Union’s Role in Society.....</i></b>	<b><i>97</i></b>
<b><i>UP74 – Article 74 – Freedom of Expression and the Right to Strike .....</i></b>	<b><i>98</i></b>

## **UP1 – Article 1 – Purpose of the Agreement**

1.01 The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and the Employer (Avenue Living Community's Ltd.) is 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

## **UP2 – Article 2 – Duration of Agreement**

The Union proposes the following language form part of the Collective Agreement:

This agreement shall be effective from the date of ratification (XX-XX-XXXX) and shall continue in effect until XX-XX-2024. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Alberta Labour Relations Code.

Letters of Understanding may be mutually agreed to as appropriate.

When notice to commence collective bargaining has been served pursuant to the Labour Relations Code, this Collective Agreement shall continue to apply to the Company and the Union notwithstanding its termination date, and shall continue in full force and effect until:

- (a) the Union commence a legal strike; or
- (b) the Employer commences a legal lockout, or
- (c) the parties enter into a new or further Agreement.

This Collective Agreement shall apply to all Employees covered by this Collective Agreement.

In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement, and ratified by the membership. Such changes shall be in writing and duly signed by the authorized agents of the parties.

Throughout this Collective Agreement, a word used in the singular applies also to the plural and vice versa, unless the context otherwise requires.

### **UP3 – Article 3 – Clarification of Terms**

- 3.01 It is agreed that throughout this Agreement gender neutral terms will be used.
- 3.02 It is agreed that wherever the words “employee” or “employees” appear, it shall refer to any person or persons covered by this Agreement.
- 3.03 Emergency – For the purpose of this Agreement, emergency shall be defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Company.

#### **UP4 – Article 4 – Definitions**

“Employee” means a person covered by this Collective Agreement and employed by the Company.



## **UP5 – Article 5 – Strikes and Lockouts**

There shall be no strikes or lockouts during the term of this Agreement, as per Sections 69 and 70 of the Alberta Labour Relations Code

## **UP6 – Article 6 – Legislated Minimums**

The Employer agrees to abide by all legislation that applies to the workplace. At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

## **UP7 – Article 7 – Managements Rights**

7.01 The Employer will 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 will be continued or declared redundant;
- (c) Hire, promote, transfer, layoff, and recall employees;
- (d) Demote, discipline, suspend, or discharge for just cause.

7.02 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.

## **UP8 – Article 8 – Management Training**

The Employer shall ensure that management staff are appropriately trained in Labour relations, all applicable workplace legislation, and the provisions of this Collective Agreement.

## **UP9 – Article 9 – Employee Rights**

Employees shall have the right to:

- (a) Full, fair, and due process with Union representation in all circumstances;
- (b) A safer workplace, including all safe and necessary equipment and protection from patrons, customers, or clients of the Employer who are abusive, threatening, or violent;
- (c) Be compensated for all work performed;
- (d) Be informed of all workplace rights, obligations, policies, and rules;
- (e) Translation and interpretation services if necessary;
- (f) Necessary training for work performed;
- (g) Participation in lawful Union activity;
- (h) All statutory benefits, rights, and other privileges.

## **UP10 – Article 10 – Successorship**

The Employer and the Union agree that, in the event of the sale, transfer, or divestment of the business, this Collective Agreement will continue in full force and effect. This agreement will not be terminated by the merger or consolidation of the Company into or with any other entity.

## **UP11 – Article 11 – Codifying Pre-Unionization Rights and Privileges**

The Employer agrees that the intention of the parties is to ensure that employees, in addition to the improvements to their terms and conditions set out in this Collective Agreement, continue to enjoy no less than the remuneration, rights, entitlements, privileges, and/or benefits provided before recognition and/or certification of the Union.

In the event that the negotiation of this First Collective Agreement, by omission or error, has failed to account for any aspect of employees' pre-unionization remuneration, rights, entitlements, privileges, and/or benefits, all relevant information about the issue shall be shared with the Union by the Employer so that it can be fairly and transparently investigated and addressed.

## **UP12 – Article 12 – Technological Changes**

When the Employer is considering the introduction of technological change (altering methods or utilizing different equipment) in the workplace that may result in job reduction or job loss, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected and the provisions of Article 22 - Layoff, Working Notice, Recall and Severance shall apply.



### **UP13 – Article 13 – Bulletin Boards**

A suitable notice board shall be provided by the Company for the use of the Union to be located in a room easily accessible and conspicuous to employees.

## **UP14 – Article 14 – Dignity and Respect**

14.01 The Employer agrees that, in all circumstances, employees shall be treated with dignity, respect and fairness. The Employer agrees to hire, maintain, and promote only those managerial officials who demonstrate the importance of safeguarding and promoting the dignity and respect of employees in the workplace.

### 14.02 No Discrimination

Employees shall be free from discrimination, intimidation, retaliation, and harassment by reason of the following prohibited grounds defined under the Alberta Human Rights Act (referred to hereinafter in this clause as “the Act”):

- Race:
- Religious beliefs
- Colour
- Gender
- Gender identity
- Gender expression
- Physical disability
- Mental disability
- Age
- Ancestry
- Place of origin Marital status:
- Source of income
- Family status
- Sexual orientation
- Any new ground

## **UP15 – Article 15 – Communication**

The Company agrees there shall be zero tolerance for client rudeness, impropriety, abuse or any other conflict. No employee shall be required to continue to serve a client who has engaged in any of these behaviors. Management shall take proactive steps to discourage improper client's behavior through talking with the client to deal with the client rudeness, impropriety, abuse or any other conflict between client and employee.

## **UP16 – Article 16 – Investigation and Assessment**

When a civilian, patron, client or customer makes an accusation against an employee of any wrongful doing a full investigation will be done and no discipline toward the employee will be made until the employer has enough actual proof the employee did wrong.

**UP17 – Article 17 – Temporary Foreign Workers, Undocumented Workers, Asylum Seekers, and Refugees**

Temporary foreign workers, undocumented workers, asylum seekers & refugees

The employer will make every reasonable effort to assist the worker into becoming a permanent resident, upon request by the worker once they have passed their probation period.

## **UP18 – Article 18 – Recognition and Scope**

- 18.01(a) The Employer recognizes the Union as the sole bargaining agent as described in Certificate Number C2044-2022 issued pursuant to the Code.
- (b) The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
  - (c) For the purposes of this collective 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.
  - (d) The Employer shall grant Union Representatives access to its premises for Union business.
- 18.02 Employees shall be allowed to wear Union identification pin(s) or Union message button(s).
- 18.03 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation Application of the Collective Agreement. In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

## **UP19 – Article 19 – Union Membership, Security, and Check-off**

19.01 As a condition of continued employment, all employees hired, rehired, reinstated, or transferred (someone returning to the bargaining unit), will be required to complete and sign an application for Union membership and authorization of a payroll deduction of monthly Union dues and initiation fees. The Employer will give this application to an employee and it will be completed on their start date.

Memorandum note: Within two (2) weeks of ratification the Employer shall schedule meetings with current Employees on company time. The Employer, at these meetings, shall require each employee to fill out all necessary documentation to secure Union membership. A Union representative shall be present at the meetings and will be scheduled with the Union's availability in mind.

19.02 During the orientation offered to new Employees and within two (2) weeks of any newly hired employee's first day of work, the Employer will provide to the Union sixty (60) minutes for a meeting between the newly hired Employee and the Union representative for a Union orientation on time paid for by the Employer. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation.

19.03 The Employer shall deduct the Union initiation fees, assessments, fines, penalties, levies, and union dues from the pay of all employees as may be requested by the Union. Union dues shall be a regular deduction. They shall be deducted by the Employer from each employee's pay and remitted to the Union electronically. Upon request, the Employer will provide detail to the Union in situations where no deductions have been made. For large periods of time where no deductions have been made, the cost will be borne with the Employer.

The Employer will supply a list of employees covered by this Agreement whenever there is a new hire or upon written request with a minimum of seven (7) working days' notice

19.04 The Employer agrees to forward to the Union office, on a quarterly basis, information relating to employees, including:

- i. Name
- ii. Addresses
- iii. Home Phone Number
- iv Cell Phone Number
- v Email
- vi Date of Hire
- vii Classification
- viii Rate of Pay
- ix And any other information as may be requested by the Union from time to time.

19.05 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.

19.06 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.

The Union will provide the required changes and the Company will apply them. If the Company has made errors or omissions, they shall correct the situation and fully compensate the Union as necessary.



## **UP20 – Article 20 – Union Steward and Representatives**

### **20.01 Shop Stewards**

- (a) The Employer acknowledges and respects the important and unique role of Union shop stewards.
- (b) The Union shall notify the Employer of the appointed Shop Stewards.
- (c) With as much notice as possible, Union Shop Stewards shall be released from the workplace to attend Union business
- (d) The necessary time which is spent by the Shop Steward during their regular working hours in investigating, reporting or resolving grievances, attending meetings, and New Member Orientation meetings specifically provided for herein shall be considered to be time worked as per the basic work week.
- (e) The Shop Steward shall not be discriminated against or disciplined for performing the duties as a Shop Steward.
- (f) Both parties recognize that all employees including the Shop Stewards have regular duties for the Employer. Shop Stewards shall be allowed, during their working hours, without loss of time or pay to leave their regular duties for a reasonable length of time to investigate, adjust, write, and present grievances or complaints, subject to the fact that this procedure shall not be abused by either party. Prior to leaving their regular duties, Shop Stewards must first obtain permission from their Supervisor. Such permission will not be unreasonably withheld.

### **20.02 Representatives**

An authorized representative of the Union shall have the right to interview or speak to employees during working hours on or off the worksite by phone email or in person.

The Employer agrees to provide the Union with documents when requested. The Employer recognizes the need to provide such

documents to the Union in a timely manner so that the Union may exercise its representational rights and obligations.

#### 20.03 Union Access

The Employer acknowledges the right of the Union to visit the workplace and further acknowledges that, in order to ensure compliance with the Collective Agreement, that Union representatives need to visit the workplace at random unannounced times.

The Employer agrees that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect of the initiation of prosecution of a grievance or other proceeding under this Collective Agreement.

## **UP21 – Article 21 – Union Committee**

The Union has the right to elect or otherwise select a negotiating committee. All members of the committees shall be employees of the Employer who have completed their probationary period.

The Employer will recognize a Union negotiating committee of a size and composition determined solely by the Union.

## **UP22 – Article 22 – Digital Membership Cards**

The Union Wishes to discuss digital membership cards.

## **UP23 – Article 23 – SolusGuard**

The use of SolusGuard, will only be for the reason of protecting employee's safety and company property and not for monitoring an employee's work performance.

## **UP24 – Article 24 – Security Cameras and Company Cameras**

The use of security and company cameras, will only be for the reason of protecting Company property and not for monitoring an employee's work performance.

## **UP25 – Article 25 – Whistle Blower Protection**

The Company shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have in good faith, spoken out or complained about their workplace, working conditions, the Company, or any other aspect of the business, providing the issues have been brought to the Company's and Union's attention and the Company has had adequate and reasonable time to address it.

## **UP26 – Article 26 – Discipline and Discharge**

A Union Steward or a Union Representative shall be present at the time of discipline, in disciplinary meetings, at meetings when discipline might occur, and during investigatory meetings. For meetings that are passing steps of progressive discipline or any discipline above a written warning, the Union Representative shall be present.

All discipline must be communicated and provided to the Employee and the Union in writing prior to being placed on the Employee's file.

Where the Employer intends to discipline an employee, such discipline must take place within fourteen (14) calendar days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.

Where an employee faces actual or possible discipline or discharge and the Employer wishes to rely in whole or in part on surveillance evidence in asserting just cause, the Union or its counsel, upon request, shall be allowed to view, hear, or scrutinize that and provide a copy of evidence.



## **UP27 – Article 27 – Fresh Start**

The Employer agrees that upon ratification, all employees employed at the date of ratification shall have their disciplinary records fully expunged from their personnel files and any other files that may exist. To be clear, employees shall not be affected by any discipline records that may be on their files prior to ratification of this Agreement.

The provision shall take effect immediately upon Union ratification.

Upon ratification, employees shall have the right, with reasonable notice, to review their disciplinary and personnel files and records.

## **UP28 – Article 28 – Personnel File**

Upon written request, an employee shall have the right to review their personnel file four times a year.

If an employee disagrees with any information contained in their personnel record, they may file a rebuttal to the same to be placed in their personnel record.

All documents shall be brought to the employee's attention, prior to being placed in the employee's file.

The employee may sign and date the document indicating the employee has read it and shall have the opportunity to disagree prior to it being placed on their file.

A copy of all written disciplinary action shall be provided to the employee concerned.

Any letter of reprimand or other sanction will be removed from the record of the employee after 5 months.

## **UP29 – Article 29 – Grievance and Arbitration Procedure**

- 29.01 Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- 29.02 Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance or the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits are mandatory and final and may be extended by mutual agreement with written confirmation.
- 29.03 All grievances, except those submitted by the employee to their immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth their answer to the points raised by the Union in its grievance.
- 29.04 The procedure for adjustment of grievances and disputes by an employee shall be as follows:
- (a) By a discussion between the employee and the Shop Steward or Union Representative and the employee's immediate superior and/or Store Manager. If satisfactory settlement cannot be reached then:
  - (b) The Union Representative(s) may submit a written grievance and take up the matter with the Employer's official designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached, the matter may then be referred to arbitration. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter. A grievance meeting will be held within thirty (30) days of the request of either party.

## 29.05 Arbitration

- (a) All grievances that cannot be settled by the Representative of the Employer and the Union in accordance with this article may be submitted to a single arbitrator as set out below.
- (b) The single arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.
- (c) The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- (d) No person shall serve as an arbitrator if they are involved or directly interested in the grievance.
- (e) The decisions of the arbitrator shall be binding and enforceable to all parties.
- (f) It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Employer.

### **UP30 – Article 30 – Probationary Period**

New Employees shall be on probation for a continuous period of employment consisting ninety (90) days' worked during which time they may be dismissed without reference to seniority. The termination of a probationary Employee shall be deemed to be for just cause and shall not be the subject of a grievance under this Agreement.

## **UP31 – Article 31 – Seniority**

- 31.01 After successful completion of the probationary period in accordance with **Article 30**, seniority shall then be established from the date an employee first permanently entered the service of the Company. It is agreed that seniority shall be based on continuous service with the Company.
- 31.02 Seniority for full-time employees shall be defined as length of continuous service with the Company in the bargaining unit as a full-time employee. Full-time employees are considered senior to part-time employees for all purposes of this Collective Bargaining Agreement. The seniority date of a full-time employee who has been reinstated to full-time employment shall be his/her original full-time date unless the employee has voluntarily reduced himself/herself to part-time or has refused to return to full-time employment due to his/her restrictions in availability. Seniority for part-time employees shall be defined as length of continuous service with the Company in the bargaining unit. All employees shall be scheduled, called in, laid off, and recalled by seniority within the bargaining unit.
- 31.03 The Company shall prepare a seniority list of all employees in January and June of each year showing seniority date and classification. The list shall be posted in places accessible to all employees and a copy shall be forwarded to the Union. The Union shall report any errors in the seniority list shall be reported in writing to the Company within fifteen (15) days by receipt of the Union. Any errors identified by the Union in the seniority list shall be corrected and a new seniority list shall be posted.
- 31.04 If an Employee is on an approved unpaid leave of absence in excess of thirty (30) days, they shall retain their accrued seniority but shall not accumulate additional seniority while on such leave.
- 31.05 If an employee is transferred or promoted to a position outside of the bargaining unit, he shall retain his accumulated seniority and a right to return to his former position for a maximum of three (3) months while on probation in the new position. If the employee is outside of the bargaining unit longer than the above mentioned

three (3) months and is subsequently rehired to the bargaining unit, his seniority shall commence effective the first day he is returned to the bargaining unit.

31.06 The Union wishes to discuss relief for part time.

31.09 License Suspensions

The Company will review the case of a driver who loses his/her license for the first time, depending on the seriousness of the offence. A driver, whose record merits consideration, may apply for a leave of absence for the duration of the suspension of his/her license or, alternatively, he/she may be assigned non-driving work that is available for the company.

## **UP32 – Article 32 – Layoffs and Recalls**

32.01 In the event of a layoff, senior Employees shall be retained, provided that they have the required and sufficient qualifications and ability to perform the work to be done. Any Employee laid off shall be returned to work in order of seniority, provided that they have the required and sufficient qualifications and ability to perform the work being resumed. A layoff shall be defined as a period of more than six (6) consecutive calendar days during which no work is available for the employee.

32.02 The Union wishes to discuss.

When the Company wishes to recall an employee who has been laid off, they shall notify such Employee by Registered Letter addressed to the Employee's last known address and shall notify the Union of this action. The Employee shall have forty-eight (48) hours after being notified by the Company to advise the Company of his intention to return to work and must do so within five (5) days of having informed the Company. The Company may telephone an employee but if the employee cannot be reached personally, the Registered Letter must be sent.

32.03 **The Union wishes to discuss severance pay.**



### **UP33 – Article 33 – Promotions and Vacancies**

- 33.01 Any full-time vacancies or any new full-time positions created within the Bargaining Unit during the life of this Agreement shall be posted.
- 33.02 The posting shall remain open for five (5) working days to allow Employees to make written application for any such vacancies or new positions. All such vacancies or new positions shall be filled on the basis of seniority, qualifications and ability to perform the duties of the position in an efficient manner. When the position is to be filled, the Union shall be notified of the name of the successful applicant within ten (10) days of the appointment being made.
- 33.03 All Employees filling a new position or vacancy shall be on trial period in the new position for a period of ninety (90) days' worked. If such Employee does not perform the duties satisfactorily during such time, he shall be reverted by the Company to his former position at his former rate of pay without loss of seniority.

## **UP34 – Article 34 – Health and Safety**

The Employer agrees to make responsible provisions for the safety and health of the employees. Dangerous practice and devices shall be reported to the Employer and the necessary precautions to eliminate such hazards will be taken.

The Employer agrees to comply with the Occupational Health and Safety Code of Alberta.

### **Adaptive Equipment**

The employer agrees to provide and maintain adaptive equipment so as to minimize the impacts of working conditions on the health and safety of employees.

In cases in which the employer wishes to challenge the use of a particular piece of adaptive equipment pursuant to a request for accommodation, the onus shall be on the employer to demonstrate a clear, unequivocal and undue hardship. All such discussions shall involve the employee affected, the Union representative, and the manager and shall be informed by evidence provided by medical practitioners where practicable.

### **Attitudes towards Accommodation Issues**

The Employer recognizes mental health and physical disabilities as conditions that may require accommodation under human rights legislation.

The Employer further acknowledges the Duty to Accommodate up to the point of undue hardship and the important role of the Union in the accommodation process.

With consideration for the foregoing, the Employer commits to involving the Union in all discussions in which accommodations are being sought, considered, and/or (re)evaluated. Employees shall have the right to the presence of a Union Representative and/or Union Steward in meetings in which modified work and/or return to work programs are being discussed with an affected employee or employees.

The Employer agrees that the burden of accommodation up to the point of undue hardship rests, first with the Employer and that any burden, in any form whatsoever, borne by members of the bargaining unit will be on the basis that it is a last resort and subsequent to the exhaustion of all other reasonable accommodation process.

### Equipment Maintenance

The Employer will ensure that all equipment required to be used by employees in the performance of their assigned duties shall be supplied and kept in good repair by the Employer at all times.

In the event that the neglect or malfunction of equipment.) could lead to adverse impacts on employee health and safety, an employee:

- (a) Must report the issue to their manager or designate so that repairs can be promptly scheduled; and
- (b) In the event that repairs have not been promptly scheduled or undertaken, may exercise their right to refuse unsafe work, even if it would mean shutting down the department, in whole or in part, until the repair, until the equipment has been repaired and the risk of illness or injury eliminated.

The Employer will not discriminate against any employee for reporting or refusing to operate equipment they believed to be not in a safe operating condition.

Repairs shall be consistent with the recommendations of the manufacturer of the equipment requiring repair. A copy of the manufacturers' manuals and/or guidelines shall be kept in the department and shall be provided to employees and to the Union upon request.

### Workloads

The Health and Safety Committee shall in the course of their duties investigate, record, recommend and implement safe and reasonable workload standards for all classifications.

Where the Company requires the employee to take a physical examination or any kind, the doctor's fee and any other expense will be paid by the Company, and the examination shall be on Company time.

## **UP35 – Article 35 – Heightened Health Concerns**

### **Heightened Health Concerns**

The Employer recognizes that a situation may occur where there may be a real or perceived health concern in the workplace. The circumstances of such concern shall be referred to as a Heightened Health Concern in the workplace and the employer agrees to the following to ensure the safety and health of its employees.

### **Health and Safety**

In the event of a Heightened Health Concern the Employer will take the following steps to ensure that the health and safety of employees is a top priority:

1. The Employer will call an emergency Joint Health and Safety meeting. All policies and procedures will be reviewed and amended as required to ensure that recommended health measures are met.
2. Ensure that all employees are provided with appropriate personal protective equipment.
3. The Employer agrees to provide and maintain all personal protective equipment.
4. The Employer will arrange a meeting with the union to consult and review all procedures and strategies to be implemented or considered.
5. The Employer will initiate weekly meetings with all employees to ensure that all procedures are known and followed.
6. The Joint Health and Safety Committee will conduct a workplace inspection once a week, and any recommendations shall be actioned immediately.
7. The Employer will provide the union with copies of all policies, procedures, and of all JHSC minutes.
8. If, during a Heightened Health Concern, it is determined in accordance with public health and occupational health standards the Employer will immediately cease operations, the Employer shall:

- (a) Compensate all employees during the shutdown for lost time.
- (b) Clean and sanitize all areas of the workplace.
- (c) Put in any additional measures or protections to ensure employees are safe at work.
- (d) Ensure the Union is involved and communicate any strategies with the Union from the onset of the declaration.

The Employer recognizes and respects an employee's right to refuse unsafe work during a Heightened Health Concern, and should an employee refuse, the Employer will call an emergency JHSC meeting to investigate the matter. All necessary steps will be taken to correct the matter given rise to the refusal in a timely fashion.

Pending the outcome of the investigation the affected employee will be scheduled in another area of work. Should there not be available work within the employee's qualifications, the employee will be sent home until the matter is resolved. Should the employee be sent home, the employee will be compensated by the Employer for any time lost as a result of the refusal up to and including the resolve of the matter given rise to the refusal and the employees return to work.

In all the above circumstances, the Employer agrees to consult and adhere to all recommendations put forth by the Union on behalf of its members.

### Leaves of Absence

Should an employee be required to isolate or quarantine in accordance with public health requirements or be unable to work due to Employer policies, the employee shall not lose any wages, premiums, benefits, or seniority.

Should an employee be required to isolate or quarantine because of a work-related contact or positive test, the Employer will immediately complete an employer's report for the Workers Compensation Board and provide any required information immediately. The employee's seniority shall not be affected.

The Employer shall grant any leave of absence to an employee if they feel it is unsafe to continue to work, or if they request time off due to their own personal health or to care for another. Such leave shall not impact the employee's seniority.

The Employer agrees to compensate an affected employee with the difference between any government subsidy and that of the employees' regular pay. If no subsidy is available, the employer agrees to compensate the employee for all lost earnings.

The Employer agrees to pay for all premiums related to benefits for any employee on a leave of absence or required to isolate or quarantine due to a close contact or positive case that may have been work related.

### Benefits

During a Heightened Health Concern, the employer will ensure that all employees have access to benefits. This includes but not limited to prescription coverage, short term disability and long-term disability. Where an employee would not normally be covered by such benefits, the employer will extend coverage to said employee and pay all related premiums.

If the employee is required to isolate or quarantine while working as a temporary foreign worker, the Employer shall arrange and provide for appropriate accommodations for the employee, and cover all costs associated with the additional accommodation.

### Severance

If the Employer is no longer able to operate during a Heightened Health Concern and will permanently close the business, they shall compensate all employees with the two (2) weeks of pay for every year of service and no less than one (1) month of pay, whichever is greater.

In the case where an employee is above 55 years of age, the employer also agrees to pay any pension contributions the employee may have received up to the age of retirement.

The employer agrees to pay for three (3) months of additional benefit premiums for all employees.

The employer agrees to negotiate all other severance entitlements with the union within fourteen (14) days of the notice of closure.

### Layoffs/Recall

If a reduction in work is required that may lead to potential layoff of employees, the Employer will notify the Union immediately. This notice will permit discussion and provide an opportunity for either the Union Labour Relations Officer assigned by the Local Union or the Employer to make suggestions which could eliminate or reduce the extent of the layoff or shorten the time of layoff anticipated.

In the event of layoff, the Employer shall first layoff temporary employees and then probationary employees. If additional layoffs are required, employees will be laid off in reverse order of seniority.

Employees with seniority who are laid off shall be recalled in reverse order to that in which they were laid off.

The length of a layoff is not to exceed one and a half (1 1/2) years.

In the event an employee is not recalled to work upon the expiration of their layoff notice, the Employer shall compensate the employee with payment of severance as stated in the collective agreement.

### Vacation

In the event of a Heightened Health Concern employees who contract a virus or are required to isolate during their vacation will have the ability to cancel their vacation and reschedule their allotted vacation.

An employee may also choose to cancel any vacation they may have scheduled and reschedule for a later date.

Should the employee choose, they may during this time be given the opportunity to carry over any unused vacation or have the balance of their vacation paid out at the end of the vacation calendar year.

The employee may also choose to convert any unused vacation time to sick time.



## Grievance and Discipline

During a Heightened Health Concern, the Employer recognizes that employee absences may be higher than normal due to the need to isolate, quarantine or due to employees need to protect themselves and their loved ones. The Employer agrees not to discipline any employees for attendance during a Heightened Health Concern.

During a Heightened Health Concern, the Employer recognizes the elevated stress and anxiety their employees may experience and will not issue discipline to employees during this time.

The Employer agrees to waive all time limits relating to the filing or advancing of grievances during a pandemic.

Should a grievance need to be advanced to arbitration during a Heightened Health Concern, the parties agree that the matter will be heard within sixty (60) days and the hearing will take place using any means available.

The parties agree that any matter advanced to arbitration shall be heard by one of the following agreed to arbitrators:

1. To be discussed
2. To be discussed
3. To be discussed

## Revised Work Schedule

Should an employee require a revised work schedule to care for a child or loved one during a global pandemic the employer will immediately accommodate the request. The employer will allow an employee the ability to change their availability beyond which is provided for in the collective bargaining agreement.

## Vaccinations

The employer agrees to make every effort to ensure that safe vaccines are available for its workforce as soon as possible - but no employee will be required to take a vaccine and getting a vaccine will not be a condition of employment.

## **UP36 – Article 36 – Committees**

The Company and the Union agree to establish a Joint Labour-Management Committee that, unless mutually agreed otherwise, shall meet at a time convenient to both parties within thirty (30) days of the request of the other party, to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement and the operation of the facilities covered by the Collective Agreement.

The Committee will include three (3) representatives each from the Employer and the Union, and up to three (3) bargaining unit employees as selected by the Union.

The Company will record and post all minutes of these meetings on the bulletin board.

### **Joint Health and Safety Committee**

A joint Health and Safety Committee will be established, comprised of up to three (3) bargaining unit employees and up to two (2) Management employees.

The functions of this committee will be to inspect work areas as assigned by the Committee, and to discuss safety matters during a meeting scheduled for two (2) hours duration on a monthly basis. Minutes of the meetings will be recorded and posted in the work place. The minutes shall contain concerns of the committee and proposed recommendations. The committee shall not have authority to alter any portion of this Collective Agreement.

Employees on the committee are entitled to their regular wages for time engaged in these duties.

The Company will comply with the provisions of the Alberta Occupational Health and Safety Act.

The Company will record and post all minutes of these meetings on the company bulletin board.

## **UP37 – Article 37 – Contracting Out Work**

37.01 The employer will not contract out any work that the bargaining unit is able to do. The employer agrees to have enough employees to cover all work.

The Employer agrees that it will not contract out work, let any part of the employers organization or any other organization, do work that is performed by members of the bargaining unit if it may lead to or directly results in:

- (a) a layoff of employees in the bargaining unit, or
- (b) a reduction of hours of work in the bargaining unit.

37.02 Supervisors not included in the bargaining unit shall not perform work assigned to employees in the bargaining unit except for instruction or training

### **UP38 – Article 38 – No Working Short**

The Employer will make every effort to have enough employee's so there is no working short for any reason.

## **UP39 – Article 39 – Training and Employment Checks**

All maintenance employees must be trained and able to perform all work duties in all locations.

39.01 The Employer shall reimburse employees for the cost of all checks or things required to be produced prior to hire within sixty (60) days of the employee providing an original receipt to the Employer. Some examples can be Driver's abstract, venerable sector check, criminal record check or anything other thing that is required from the company to get hired. It is the responsibility of the employee to request the reimbursement of such costs.

39.02 Employees are required to take and attend all classes, training, workshops or anything else required by the Employer to get hired. All classes, training, workshops or anything else shall be paid for by the Employer.

39.03 Orientation shall be paid. No Employee shall be expected to work without paid orientation.

39.04 If the government legislates or regulates mandatory changes to the training requirements for Avenue Living employees, employees requiring certain certifications or academic standings or anything else, will receive such training and the employer agrees to pay for all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to attain such required training, academic standing, certifications or anything else that is required.

39.05 When training or workshops required to be completed cannot be completed during regularly scheduled work hours, an employee will be required to complete the training or workshop while the employee is not scheduled to work, during which time the employee will be paid at one and one half (1 ½) hour or their regular rate.

## **UP40 – Article 40 – Hours of Work, On-Call Overtime, Banked Overtime**

### **The Union wishes to discuss shift that roll over midnight**

#### **40.01 Basic Work Week**

- (a) The Union wishes to discuss and write language that contemplates a 40 hour workweek for full-time employees, including a mechanism that would allow for employees' shift preferences and days of work to be granted on the basis of seniority.
- (b) The normal hours of work for employees covered by this Agreement shall not be employed for a greater number of hours than:
  - i. Forty (40) hours in each seven (7) day period;
  - ii. Five (5) days in each seven (7) day period;
  - iii. Eight (8) hours in one (1) day.

The week for pay and scheduling purposes is Sunday through Saturday.

- (c) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- (d) Any type or form of on call work will be paid at a minimum of five and a half (5 ½ ) hours at one and a half (1 ½X) times the employee's regular wage per call while on call after regular working hours
- (e) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at the applicable On call pay and overtime rate.
- (f) In weeks in which General Holidays occur, The 40 hour work week shall be consider to be reduced by 8 hours for the purpose of calculating on call overtime

- 40.02 All Employees who are required to report for work on any day and do so report but for reasons of some breakdown or weather conditions are dismissed for the day shall receive not less five and a half (5 ½) hours' pay at Basic Rate of Pay. The Employees shall perform such duties as the Company may require during that five and a half (5 ½) hour period.
- 40.03 It is understood and agreed that the provisions of this Article are only to provide a basis for calculating overtime compensation and should not be construed or interpreted as a weekly or daily guarantee or hours and/or days of work.
- 40.04 Notwithstanding Article 40.03, the Company agrees to guarantee to every Employee a minimum of forty four (44) hours' work per week for pay in lieu of work even in the case of breakdown, vehicle breakdown, weather conditions, incidents beyond the Company or employee's control, or while an Employee is absent from work at their own request, or as hereinafter provided.
- 40.05 Any Employee who fails to attend work without informing their manager for seven (7) days shall be deemed to have abandoned their position and will have their position terminated.
- 40.06 Any Employee who will not be attending work on their normal shift must contact their manager by phone at fifteen (15) mins before the start of their shift.

40.07 Minimum Pay

Employees shall receive a minimum of twelve (12) hours pay at two (2X) time the employee's regular pay for reporting to work when no work is available, unless they have been notified a minimum of seven (7) days before the start of their regular shift not to report to work. Where an employee attends a pre-scheduled meeting on his/her day off, he/she will receive a minimum of six (6) hours pay at the applicable rate.

40.08 Bargaining Unit Work

The Employer agrees that all work coming under the jurisdiction of the Union at the Avenue Living Communities Ltd., performed by anyone, on behalf of, or at the behest of the Employer, directly or indirectly under contract, or sub-contract, shall be performed by employees who are members of the Union, or who shall become members in accordance with the terms and conditions as set out in this Agreement.

When on call/or working Overtime of more than fifteen (15) minutes is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period, which shall be taken before, after or whenever the employee wishes while commencing the on call overtime work.

#### 40.09 Time Clocks

- (a) The Employer agrees to provide a method by which employees can record their time worked. Employees will not suffer loss of pay or discipline because of a technological issue of the Employer's time clock.
- (b) Employees shall be paid for all authorized time worked.

#### 40.10 Work Schedules

- (a) A work schedule shall be posted in a conspicuous place in each department for the information of all scheduled employees.
- (b) If required to work during meal or rest breaks employees will be paid at two (2X) times the rates of pay.
- (c) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible and to notify employees of any change to the schedule if they are absent due to a scheduled absence.
- (d) In the event that the Employer changes the schedule of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.



(e) The Union may request copies of schedules, and hours worked and such requests shall not be unreasonably denied.

(f) Preference in the available weekly hours of work shall be given to senior employees within their classification and in their department.

In the event that a shift becomes available due to the temporary absence of an employee and where such absence is readily foreseeable prior to the start of such shift, Management shall offer such shift to a qualified and able employee in order of classification seniority.

(g) While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, whenever possible, the Employer is obligated to first build and maintain shifts of eight (8) hours.

No shift or overtime/on call shall be paid shorter than five and a half hours (5 ½) hours.

(h) Employees will be assigned two (2) consecutive days off in each seven (7) day period.

#### 40.11 Changes in Work Schedules

(a) Scheduled employees are entitled to ten (10) days' notice of any change in their respective work schedules. If the schedule is changed in less than ten (10) days the employee will get an additional twelve (12) hours pay on the employee's next pay cheque.

(b) In emergency situations which are beyond the control of the Employer, the Employer may give notice of less than seventy-two (72) hours, when changing the work schedules.

(c) Employees, whose schedules are changed without the advanced notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

#### 40.12 Meetings Outside of Working Hours

Employees that are requested by Management and the employee agrees to attend information meetings or training exercises, outside of working hours, including during their unpaid break or while on a paid break, will be paid their regularly hourly rate plus one and a half hour (1 ½) overtime for all such time spent in meeting or training. Employees that exercise their right to not attend this type of meeting or training will not be disciplined.

#### **40.13 On Call Overtime**

**The Union wishes to discuss**

- **Minimum call ins**
- **On call pay**
- **Rotation of on call shifts**
- **Back up pay**

#### **40.14 Banked Overtime**

An employee, upon written request, will have the option of banking their overtime earned, and/or replenished to a maximum of eighty (80) bankable regular hours and paid at the applicable rate of pay. No more than eighty (80) hours may be taken as time off per calendar year. The banked overtime may be paid out at any time or taken as paid days. No request for time off will be unreasonably withheld. Any unused banked overtime may be carried over into the following calendar year; however the overtime bank may not exceed eighty (80) hours at any given time.

## **UP41 – Article 41 – Meal and Rest Periods**

The Union wishes to discuss Meal and Rest periods.

## **UP42 – Article 42 – General Holidays**

The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada day	Christmas Day
Heritage day (1st Monday in August)	Boxing day

And all other public holidays proclaimed by the Federal or Provincial Governments.

Employees shall receive two (2) paid floater day per year. The floater day is to be requested in writing, email, or text at least two (2) days in advance and approved in writing by Management without being unreasonably denied. This floater day will be a day off with pay at the regular rate of pay for an employee's personal reasons.

Employees shall receive eight (8) hours' pay for each such holiday.

Employees required to work on a holiday shall be compensated at the rate of two and a half (2 ½) times their regular hourly rate for each hour worked.

## **UP43 – Article 43 – General Leaves of Absence**

- 43.01 (a) At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act. Any legislated improvements for employees shall be deemed incorporated into this Collective Agreement.
- (b) Unless otherwise stated in this Article, employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such Leave request(s) may be granted at the Employer's discretion.
- (c) Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances
- (d) Unless otherwise stated in this Article, notice of return to work shall be no less than one (1) week from the date the employee intends to return to work. Upon return to work, employees shall be either:
- (i) returned to the position they held prior to taking the Leave; or
  - (ii) provided alternative work of a comparable nature at not less than the earnings and other benefit entitlements the employee had accrued prior to taking the Leave.

### **43.02 Bereavement Leave**

Bereavement leave will be provided to employees without loss of pay and benefits to allow the employee a maximum of:

- (a) Fourteen (14) days in the event of the death of immediate family members defined as:
- Spouse, common-law, or same-sex partner
  - Parent, including step-parent or parent-in-law
  - Brother or sister, including step-brother or sister, or brother or sister-in-law;

- Son or daughter, including step-child or son or daughter-in-law.
- (b) Seven (7) days in the event of the death of a grandparent or grandchild; and
- (c) Seven (7) day in the event of the death of other relatives.

An employee's day off or vacation will not be used to circumvent funeral leave.

If, for the purposes of attending the funeral, the employee must travel a distance in excess of two hundred (200) kilometers from his/her residence, one way, in Canada and the Employer will grant that employee up to eight (8) additional days for travel without loss of regular earnings or benefits.

If for the purposes of attending the funeral the employee must travel to a different country, the Employee will not loss of pay and benefits for the first 14 day's. The employer will grant that employee an additional one hundred and forty(140) additional days for travel unpaid regular earning or benefits.

All requests for additional unpaid travel time or additional unpaid bereavement leave shall not be unreasonably withheld.

#### 43.03 Citizenship Ceremony Leave

Employees shall be entitled to up to a half-day of unpaid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

#### 43.04 Compassionate Care Leave

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.

#### 43.04 Critical Illness Leave

Employees shall be entitled to Critical Illness Leave as follows:

- (a) up to thirty-six (36) weeks' leave to provide care or support to a child under the age of 18; and/or
- (b) up to sixteen (16) weeks' leave to provide care or support to an adult family member.

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

Employees shall be entitled to this 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 and 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.

#### 43.06 Domestic Violence Leave

An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to 10 days in a calendar year.

#### 43.07 Long-term Illness and Injury Leave

Employees shall be entitled to paid leave due to illness, injury, or quarantine. Such Leave shall not exceed fifty-two (52) weeks in a calendar year. Once paid leave is complete the employee can remain on unpaid leave up to one hundred and four (104) weeks.

#### 43.08 Short Term Illness and Injury Leave

Employees shall be entitled to paid leave due to illness, injury, or quarantine. Such Leaves shall not exceed forty (40) weeks in a calendar year. Once paid leave is complete the employee can remain on unpaid leave up to fifty two (52) weeks.

#### 43.09 Maternity and Parental Leave

Maternity, parental, and adoption leave 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/adoption leave, no vacation time will accrue, nor will the employee be eligible for Statutory Holiday pay or credit.

##### (b) Maternity Leave

(i) An employee who has completed thirty (30) days continuous service shall, upon her written request, be granted maternity leave to become effective thirty (30) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave no later than the date of delivery. Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin medical leave supported by a doctor's certificate. Maternity leave shall be without pay and benefits. Maternity leave shall not exceed thirty (30) weeks however may be combined with parental leave entitlements under (c) below to provide for a total leave of absence which shall not exceed one hundred and four (104) weeks.

(ii) 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 she is fit to resume work and will not endanger her health.

##### (c) Parental Leave

A parent who has completed thirty (30) days of employment shall, upon their written request, be granted a leave of absence without pay and benefits for a period up to one hundred and four (104) weeks for parenting duties following the birth or adoption of a child.



- (i) For the birth mother, Parental Leave starts immediately following Maternity Leave.
- (d) An employee adopting a child must:
  - (i) 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
  - (ii) Provide the Employer with at least one (1) days' notice that such leave is to commence.
- (e) An employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work, following which the Employer will reinstate him/her in the same step in the salary scale or provide him/her with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to him/her up to the date he/she commenced the leave.
- (f) Employee will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (g) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work, provided they are still eligible.

#### 43.07 Personal and Family Responsibility Leave

Employees shall be entitled to up to five (5) days of paid 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.

#### 43.08 Personal Hours

Personal hours is for the sole purpose of protecting employees from loss of income when legitimately absent due to personal issue/matters.

Effective September 1, 2022, employees who have completed their probationary period shall be credited with twenty-four (24) personal hours.

Employees will be able to carry over twelve (12) hours into the next calendar year.

Wage replacement will commence upon the first (1<sup>st</sup>) hour of personal hours.

#### 43.09 Reservist Leave

Employees who have completed at least twenty-six (26) consecutive weeks of employment and who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.

#### 43.10 Jury and Material Witness Leave

Employees summoned to jury duty or subpoenaed as a material witness for the Crown shall be paid wages amounting to the difference between the amount they will have been paid for such services and the amount they would have earned had they worked for the Employer on such days. Employees on jury duty or service as a material witness for the Crown shall furnish the Company with such statement of earnings as the Courts may supply. This does not apply if the employee is summoned on their day off, or while on other paid or unpaid Leave of Absence; however, if an employee is summoned during their vacation, they will be given the opportunity to reschedule their vacation should they choose to do so.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or when serving as a material witness for the Crown and actual work on the job in one (1) day shall not exceed a regular maximum shift for the purposes of computing overtime.

#### 43.11 Time Off to Vote

Employees shall be entitled to time off of up to three (3) consecutive hours to vote in government elections pursuant to any municipal, provincial, federal, or band council electoral process.

#### 43.12 Union Leave

The Employer agrees to pay employees for the following Union Leaves requested in writing by the Union and bill the Union accordingly for the wage and benefit cost. Employees on Union Leave of absence shall be credited for seniority based on what they would have received had they been at work. Time on Union Leaves shall be considered as time worked for all purposes under this Agreement.

#### 43.13 Union leave outside of the workplace

The Employer agrees to pay employees for Union leave requested in writing by the Union, and bill the Union the wage and benefit cost. These employee shall otherwise be treated as though they were working, and shall accrue and enjoy seniority, benefits, and all other rights, privileges, and entitlements provided for under the Collective Agreement.

#### 43.14 Union Office

The Employer agrees to grant time off, with pay and reimbursed from the union without discrimination, to an employee for Union Leave as designated by the Union. Such Leave shall be for a maximum of three (3) years to serve in an official capacity with the Union. As much notice as possible shall be provided.

#### 43.15 Union Participation Leave

The Employer agrees to grant time off, without pay and without discrimination, to employees designated by the Union to attend Union-related education courses, training, seminars, meetings, conventions, conferences, and member engagement initiatives. As much notice as possible shall be provided.

#### 43.16 General Leave of Absence

Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. The duration of the Leave of Absence shall be granted based on the need expressed by the employee.

**UP44 – Article 44 – Sick Leave**

The Union wishes to discuss Sick Leave.

## **UP45 – Article 45 – Vaccinations**

The company agree' s to bring back all employee's that have not had a Covid-19 vaccine. The company agree' s to hire people that are not vaccinated for Covid-19.

## **UP46 – Article 46 – Personal Protective Equipment**

The employer is required to provide (pay for) all protective equipment to workers when needed.

## **UP47 – Article 47 – Equipment, Tools**

The Employer will make available all necessary tools and equipment at no cost to the employees. Such tools and equipment will remain property of the Employer. The Company agrees to maintain equipment and tools that employees are required to use in a safe condition. Equipment that is not in proper working condition should be reported to the Crew lead hand or Manager. The Employer will have the materials, supplies necessary to meet emergencies and the tenant requirements.

## **UP48 – Article 48 – Personal Tools**

If an employee is required to use personal tools on the job as part of their employment and the tool is broken while performing this work the Company will replace the broken tool with one of equivalent quality.



## **UP49 – Article 49 – Uniforms**

The Union wishes to discuss Uniforms.

## **UP50 – Article 50 – Prescription Safety Glasses**

The Union wishes to discuss prescription safety glasses.

**UP51 – Article 51 – Driving and Company Vehicles**

The Union wishes to discuss vehicle and compensation

## **UP52 – Article 52 – Car Allowance**

The Union wishes to discuss car allowance.

## **UP53 – Article 53 – Rent Subsidies**

The Union would like to discuss Rent Subsidies.

## **UP54 – Article 54 – Work Perks**

The Union would like to discuss work perks.

## **UP55 – Article 55 – Expenses**

The company will reimburse employees for all expenses, in seven business days of purchase or day of expense takes place.

## **UP56 – Article 56 – Equipment and Data Services**

The company will provide all equipment for employees to perform the duties. Some examples are cell phone, computer, printer, scanner, fax, internet, or anything needed to perform the duties.



## **UP57 – Article 57 – Lead Premium**

The Union wishes to discuss Lead Premium.

## **UP58 – Article 58 – Vacations**

The Union wishes to discuss and provide language on annual vacations that encompasses the following principles:

- A common vacation anniversary date
- Vacation scheduling provisions based on seniority
- An annual vacation time and pay entitlement scheme that increases based on an employee's years of continuous service
- The accommodation of statutory holidays occurring during an employee's vacation period

**UP59 – Article 59 – Cost of Living Allowance**

The Union wishes to discuss Cost of Living allowance.

## **UP60 – Article 60 – Wages**

The Union wishes to discuss Wages.

The Union wishes to discuss pay stub transparency.

## **UP61 – Article 6 – Health, Welfare, and Benefits**

The union wishes to discuss: Benefits, Health, Welfare, Weekly indemnity, dental, pension plan, education fund, etc.

The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund of fourteen (\$0.14) cents per hour for each hour that each employee works.

**UP62 – Article 62 – RRSP's**

The Union wishes to discuss RRSP's.

**UP63 – Article 63 – Company Contributions**

The Union wishes to discuss Company contributions.

## **UP64 – Pay Equity Legislation**

The Union wishes to discuss and resolve all issue regarding the implementation of Pay Equity Legislation.



## **UP65 – Article 65 – Rotation of Work and Favoritism**

Discuss and resolve all issues regarding work assignments, rotation of work and favoritism.

## **UP66 – Article 66 – Improvements Under the Labour Relation**

Review, discuss and amend the Collective Agreement to reflect improvements under the Labour Relation and Employment Standards Codes.

## **UP67 – Article 67 – Rotation of Job Functions**

Discuss and resolve all issues that relate to rotation of job functions.

## **UP68 – Article 68 – Amend Current Typos**

Review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate.

## **UP69 – Article 69 – Wage Scale and Classification**

Amend Schedule “A” to establish an increase in employees’ wages and premiums during a Heightened Health Concern.

## **UP70 – Article 70 – Wage Scale and Classification**

Amend Schedule “A” to establish a premium during any situation where there is a Heightened Health Concern in the workplace, which would remain in effect until the Concern is alleviated or no longer perceived in the workplace.

## **UP71 – Article 71 – Letters of Understanding**

Discuss and resolve all issues pertaining to Letters of Understanding.

## **UP72 – Article 72 – Job Descriptions**

Add new Article to establish job descriptions within each classification.



## **UP73 – Article 73 – Recognition in the Union’s Role in Society**

The Company recognizes the role of the Union in society. The Union advances workers rights in a variety of means but it also a social justice organization and is fully entitled to engage in a broad range of activities from advocacy to charity work, from protest and freedom of expression to joining with other organizations in furtherance of a better world. The Company recognizes the Union’s rights to self regulate and to self define. The Union’s governance belongs to the Union.

Without restricting the generality of the forgoing, the Company agrees with the Union’s efforts to advance and support charities, evolving initiatives, the promotion of health care for all and all such movements and initiatives that contribute to the well-being of society.

### **Union Governance and Finances**

The Union’s Governance and management of its finances are matters that fall entirely within the purview of the Union. The Employer agrees to not in any way interfere with the Union’s financial well-being, the flow and management of the Union’s finances, or the Union’s Governance and internal decision making.

## **UP74 – Article 74 – Freedom of Expression and the Right to Strike**

The Employer recognizes the Union's right to freedom of expression and the right to strike. The Employer recognizes the Union's right to picket when on strike or locked out and further recognizes their right to do so at both primary and secondary locations.