

MEMORANDUM OF AGREEMENT

BETWEEN

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

- AND -

Avenue Living Communities Ltd.

March 14, 2023

Renewal: MARCH 2026

The parties agree to present this memorandum of agreement outlining all agreed items to their respective principals for ratification with a recommendation to ratify.

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 March 31, 2026, 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 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.
- 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

6.1 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.

Article 7 – Managements Rights

7.1 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.

7.2 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 9 – Employee Rights

9.1 The Employer recognizes, as far as it is reasonably practical to do so, the following employee rights:

- (a) Full, fair, and due process with Union representation in all circumstances contemplated by this Agreement;
- (b) The right to a safe and healthy workplace;
- (c) Be compensated for all work required to be performed in accordance with this Agreement and at the direction of the Employer;
- (d) Be informed of all applicable workplace rights, obligations, policies, and rules;
- (e) To receive training that is reasonably required for the performance of the employee' job duties;
- (f) Participation in lawful Union activity without disruption to the performance of the employee's job duties;
- (g) All statutory benefits, rights, and other privileges

Article 13 – Bulletin Boards

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

Article 14 – 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 18 – Recognition and Scope

- 18.1 The Employer recognizes the Union as the sole bargaining agent as described in Certificate Number C2044-2022 issued pursuant to the *Labour Relations Code*.
- 18.2 Employees shall be allowed to wear Union identification pin(s) or Union message button(s).

Article 19 – Union Membership, Dues and Security

Union Membership

- 19.1 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 prior to their start date.

Union Dues

- 19.2 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. If the Company has made errors or omissions, they shall correct the situation and fully compensate the Union as necessary.
- 19.3 The Union shall provide the Employer with at least four (4) weeks' notice prior to changing the amount of dues or any other deduction.

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

Employee Information

19.5 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

19.6 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, inactive);
- d) classification;
- e) social insurance number;
- f) date of birth;
- g) date of hire;
- h) union seniority date;
- i) termination date and reason for termination;
- j) home address (including city and postal code);
- k) phone numbers (cell and home);
- l) e-mail address;
- m) current rate of pay; and
- n) hours worked in the period.

Union Security

19.7 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 The Employer acknowledges and respects the important and unique role of Union stewards. 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 two (2) stewards.
- 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, orientation 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.
- 20.04 **Representatives**
- An authorized representative of the Union shall have the right to communicate with employees for a brief period of time during working hours by phone, email or at the Employer's regional office.
- The Union representative shall have access to the Employer's regional office to meet with Employees outside of working hours to deal with any matter arising out of this collective agreement, but in no case shall the visit interfere with the Employer's operations.

Article 24 – Security Camera

- 24.1 Security cameras shall not be used for on-going monitoring of an employee's work performance, but may be used for purposes of a post-incident investigation.

Article 25 – Whistle Blower Protection

- 25.01 The Employer 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 violations of business and personal ethics or law, including those involving accounting, internal accounting controls or auditing matters, fraud

or material non-compliance with applicable laws and regulations. The employee must first bring the issue to the Employer's and Union's attention and provide the Employer with adequate and reasonable time to address the issue.

Article 26 – Discipline

- 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 The Employer shall communicate the results of their disciplinary investigation to the Employee within fourteen (14) Days of when the Employer first became aware of the alleged infraction, or ought to have been aware. The Employer may request an extension to this timeline and the Union shall not unreasonably deny such request.
- 26.3 A copy of all written disciplinary action shall be provided to the Employee concerned. A copy shall be forwarded to the designated Union representative.
- 26.4 The Employer shall not rely on previous discipline that is dated more than eighteen (18) months prior to the current incident.

Article 28 – Employee File

- 28.01 Upon written request, an employee shall have the right to review the contents of their employee files once per year.

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

Memorandum Note:

The Employer's current practice is to confirm an employee has received a document to be placed on their file either through the Employer's electronic systems or by providing opportunity for the employee to sign the document being received. If an employee elects not to sign the document being received, the Employer's representative will note the employee's refusal on the document.

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.

Grievance Procedure

- 29.4 Grievances shall be dealt with in the following manner:

Step 1 – Manager

The Employer and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the appropriate management representative so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

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 and their Union steward or Union labour relations officer 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 shall 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, and provide specific details in writing with respect to the individual(s) whose rights have been violated;
- (b) The provisions of the collective agreement or statute 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

A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within seventy-five (75) Days of the receipt of decision at Step 2, or from the expiry of the time limits at Step 2, whichever is the earlier. Despite the time limit above, the parties agree that they shall make reasonable efforts to refer a grievance to arbitration as soon as reasonably practicable.

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 Grievances

- 29.9 In the event of a termination grievance, such grievance shall commence at Step 2 of the grievance procedure. The grievance shall be submitted in writing to the regional vice president within fourteen (14) Days of the date of the termination or the date the Union became aware.

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.

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 an Employee with the Employer.
- 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.
- 31.5 When two (2) or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire. In addition, where there are two (2) or more employees whose name begins with the same letter, the next letter will be used. Where the last names are the same, the first name of the employee will be used.

Article 32 – Layoffs and Recalls

Layoffs

- 32.1 The Employer shall layoff Employees in reverse order of seniority provided the Employees to be retained possess the relevant ability, skills, and qualifications to perform the job.

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 in order of seniority provided they have the ability, skills, and qualifications 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 who are on layoff have been given the opportunity of recall. An Employee who declines an offer of recall will relinquish their right to be recalled, their employment shall be deemed to be terminated and seniority forfeited.

Severance

- 32.6 An Employee who has the seniority to displace an employee in an alternate classification may, as an alternative to exercising displacement rights, elect to receive severance and terminate their employment. Severance shall be paid at a rate of two (2) weeks of pay per completed year of service, to a maximum severance payment of twenty (20) weeks.

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 in accordance with health and safety legislation. Everyone must be safety conscious and take responsibility for creating and maintaining a safe work environment, for themselves and those around them.

Workplace hazards shall be reported to the Employer and the necessary precautions to eliminate such hazards will be taken. The Employer has an obligation to provide a safe working environment for its employees in accordance with legislation.

34.2 The Employer recognizes mental 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.

34.3 Joint Health and Safety Committee

The Union shall appoint three (3) Employee representatives to the Employer's health and safety committee.

The functions of this committee will be to:

- a. inspect work areas and support investigations as deemed appropriate by the health and safety committee; and
- b. to discuss safety matters, including concerns related to workload.

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.

Memorandum Note:

The parties agree that an employee who has potentially been exposed to COVID-19 in the performance of their duties shall not suffer a loss of pay for the time required to obtain a rapid test from a local health care provider.

Article 36 – Joint Labour Management Committee

36.1 The Employer 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. The purpose of the Committee is 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.

36.2 The Committee will include three (3) representatives from the Employer and three (3) representatives selected by the Union.

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

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 required by the Employer shall be paid for by the Employer.

Article 40 – Hours of Work

Hours of Work

40.1 The regular hours of work for a full-time Employee are:

- (a) forty (40) hours in each seven (7) day period;
- (b) five (5) days in each seven (7) day period;
- (c) eight (8) hours in one (1) day.

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

40.2 An Employee who works in excess of five (5) hours in a day shall receive an unpaid meal break of thirty (30) minutes. An Employee shall receive a fifteen (15) minute paid break in the first half of an eight (8) hour shift, and a fifteen (15) minute paid break in the second half of an eight (8) hour shift, in addition to the unpaid meal break.

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 (40) 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.
- 40.6 In weeks in which General Holidays occur, the forty (40) hour work week shall be considered to be reduced by eight (8) hours for the purpose of calculating overtime.

On-Call

- 40.7 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.

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.

Reporting Pay

- 40.8 An employee who reports for and commences work as directed by the Employer shall be paid at the applicable rate for a minimum of three (3) hours or hours worked whichever is greater.

Time Reporting

- 40.9 The Employer agrees to provide a method by which Employees shall record their time worked.

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
 - Heritage Day (August Civic)
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day

The Employer recognizes any general holiday declared by the Province of Alberta.

A full-time Employee shall receive eight (8) hours pay for each general holiday.

- 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. Any legislative improvement for Employees shall be deemed incorporated into the Collective Agreement.

- 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. Before taking a leave of absence, an Employee shall give the Employer as much notice as is reasonable and practicable in the circumstances.

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

43.5 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

43.6 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 Leave

43.7 Employees shall be entitled to critical illness leave of:

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

Death or Disappearance of a Child Leave

43.8 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.

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

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

Long Term Illness and Injury Leave

43.10 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

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

(b) Maternity Leave

(i) An Employee shall, upon their written request, 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. 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. Maternity leave shall be without pay and benefits. Maternity leave shall not exceed sixteen (16) weeks however may be combined with parental leave entitlements under (c) below to provide for a total leave of absence which shall not exceed seventy-eight (78) 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 they are fit to resume work and will not endanger their health.

(c) Parental Leave

A parent shall, 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.

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.
- (d) An Employee absent on maternity and/or parental leave shall provide the Employer with six (6) weeks written notice of readiness to return to work, following which the Employer will reinstate the Employee in the same step in the salary scale or provide them 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.
- (e) Maternity leave and parental leave shall be without pay and benefits. An 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. 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.
- (f) 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.

Personal and Family Responsibility Leave

43.12 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

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

Jury and Material Witness Leave

43.14 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

43.15 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.

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

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

General Leave of Absence

43.16 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

43.17 The Union may request a leave of absence for a member(s) to conduct Union business, including for the purpose of negotiating the Collective Agreement. 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.

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 46 – Clothing and Boots

- 46.1 Personal protective equipment that is required in response to a validated hazard assessment shall be provided by the Employer at no cost to the Employee.
- 46.2 The Employer shall continue its practice of providing Employees with a minimum annual allowance of two hundred dollars (\$200.00) per year for the purchase of work apparel. The Employer acknowledges that Employees may damage their work apparel in the normal course of operations. If an Employee requires replacement work apparel that exceeds their annual allowance, then the Employee may request the Employer provide replacement apparel at no cost of the Employee. The Employee's request shall not be unreasonably denied.
- 46.3 The Employer shall provide an Employee with a one hundred dollars (\$100.00) boot voucher to purchase CSA approved steel toe work boots from the Employer's selected vendor. The Employee is eligible for their next voucher two (2) years after the use of their previous voucher.

Article 47 - Tools

- 47.1 The Employer shall provide the Employee with a list of tools the Employee is required to provide. The tool list shall be provided to the Employee through the hiring process. The Employee's personal tools must be in a safe, operable condition. The Employee shall immediately report any damage to their personal tools to their manager. An Employee request for the Employer to replace any personal tool that is damaged in the normal course of operations shall not be unreasonably denied.
- 47.2 The Employer shall provide Employees with access to all necessary tools and equipment required in addition to the Employee's personal tools. Such tools and equipment will remain property of the Employer and shall be made available for use by all Employees. The Employer agrees to maintain equipment and tools that employees are required to use in a safe condition. The Employee shall immediately report to their manager any Employer equipment that is not in proper working conditions.
- 47.3 Employee shall maintain an appropriate duty of care for their personal tools and the Employer provided tools and equipment.

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 – Rental Subsidy

53.1 An Employee who rents a property managed by the Employer shall receive a rental subsidy of two hundred fifty dollars (\$250) per month.

Article 58 – Vacations

58.1 Vacation entitlement, accruals and use of, shall be governed in accordance with the *Employment Standards Code*. The Employer retains the discretion to schedule vacation based on operational requirements.

Length of employment	Number of weeks' unpaid annual vacation	Percentage (%) paid each pay
Less than 3 years	10 days	4%
3 years to less than 10 years	15 days	6%
10 years or more	20 days	8%

Article 60 – Wages

60.1 Job classifications and schedule of wage rates for all employees shall be in accordance with Schedule "A", which is attached to and forms part of this Agreement.

60.2 An Employee may progress through the wage steps for their classification provided the Employer deems their performance is satisfactory and they have completed the required amount of hours worked with the Employer.

60.3 An Employee who moves to a classification with a higher maximum rate shall receive the next wage step that is greater than their existing rate, up to the maximum rate for the classification.

60.4 An Employee who displaces into a classification with a lower maximum rate shall be paid the maximum rate for the classification they displace into.

Article 61 – Health, Welfare, and Benefits

61.1 All employees who maintain an average of twenty-five (25) hours a week of work averaged over three (3) months who have completed their probationary period shall be entitled to participate in the Employer's benefit plans.

61.2 The Employer and the Union agree to pay the following contributions towards covering an employee's benefit premiums:

- The Employer will pay 50% of benefit premiums; and
- The Employee will pay 50% of benefit premiums.

61.3 Except where required by the Alberta *Employment Standards Code*, the Employer shall not be required to pay any premium required by this Article on behalf of any employee who is absent from work without pay for more than fifteen (15) calendar days.

Schedule A

Effective < start of the first pay period after ratification >

Classification	Start	4,160 Hours	10,400 Hours
Maintenance Associate - Support	18.50	22.50	
Maintenance Associate	22.50	25.50	26.50

4% Effective < start of the first pay period one year after ratification >

Classification	Start	4,160 Hours	10,400 Hours
Maintenance Associate - Support	19.24	23.40	
Maintenance Associate	23.40	26.52	27.56

3% Effective < start of the first pay period two years after ratification >

Classification	Start	4,160 Hours	10,400 Hours
Maintenance Associate - Support	19.82	24.10	
Maintenance Associate	24.10	27.32	28.39

Letter of Understanding # 1

Between

Avenue Living Communities Ltd.

(the Employer)

and

United Food and Commercial Worker of Canada Union, Local no. 401

(the Union)

Re: First Agreement Implementation

1. All Employees who are employed as of the date of ratification shall receive a lump sum payment of one thousand dollars (\$1,000).
2. All Employees who are employed as of the date of ratification shall receive an increase of two dollars (\$2.00) per hour to their hourly rate of pay retroactive to June 1, 2022.
3. Effective < start of the first pay period one year after ratification >, all Employees will be placed on the wage grid, subject to the following:
 - a. The initial placement of the Employee on the wage grid in Schedule A shall be based their hours worked with the Employer.
 - b. No employee will suffer a reduction of their regular rate as a result of the application of this Agreement.
 - c. An employee receiving a rate of pay that is greater than the wage rate for their classification and hours worked in Schedule A shall maintain their current rate of pay until such time as the rate for their applicable wage step exceeds their current rate.
4. The Employer shall not rely on previous discipline that is dated prior to the date of certification on June 20, 2022.
5. The Parties agree to meet to discuss the effectiveness of the processes related to tools and equipment. The Parties shall meet approximately thirty (30) Days after the date of ratification. If either Party determines that additional discussion of tools and equipment is required, the item will be placed on the agenda of a Joint Labour Management Committee meeting.
6. 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.

Memorandum Note:

The Parties agree that Union will prepare the initial draft of the first collective agreement for Employer's review and feedback. Through the process of preparing the final collective agreement for sign off, the Union and Employer will identify and agree on any corrections to the documents signed off in bargaining, including but not limited to:

- *Changing gender specific language to gender neutral language;*
- *Spelling mistakes and typographical errors;*
- *Inconsistent use of terminology (i.e. "Company" instead of "Employer").*

Letter of Understanding # 2

Between

Avenue Living Communities Ltd.

(the Employer)

and

United Food and Commercial Worker of Canada Union, Local no. 401

(the Union)

Re: Group Retirement Savings Plan

Effective January 3, 2023, all eligible employees shall have the opportunity to participate in the Employer's Group Retirement Saving Plan (GRSP Plan), subject to the terms and conditions set out therein. Subject to the terms and conditions of the GRSP Plan, the Employer shall match employee contributions to a maximum of four percent (4%), based on:

- 100% of the first two percent (2%) of employee contributions; and
- 50% of the next four percent (4%) of employee contributions.

The Employer and the Union agree that the terms and conditions of the GRSP Plan do not form part of the Collective Agreement and disputes regarding its interpretation, administration, or employee entitlement under the GRSP Plan are not subject to the grievance and arbitration provisions of the Collective Agreement.

The Employer agrees to implement this letter of understanding prior to the ratification of the first collective agreement between the Parties. The Union agrees that this letter of understanding represents full and final resolution to Union Proposal 62 – RRSP tabled with respect to the first collective agreement between the Parties.

Letter of Understanding # 3

between

Avenue Living Communities Ltd.

(the “Employer”)

and

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

(the “Union”)

Re: SolusGuard

The Employer has implemented a Working Alone Standard Operating Procedure, which requires that employees wear a SolusGuard wearable panic button or other lone worker protection device for their safety. The Employer has provided a SolusGuard wearable panic button to the employees.

The Employer agrees that it shall not rely on the SolusGuard wearable panic button to determine the employee’s location to support potential disciplinary action.

Seniority List

Employee Name	Original Hire Date	Job
Vivas, Cesar	12-15-2014	Maint Associate,WO
Holloway, Riley	06-01-2015	Maint Assoc.,Unit Turns
Bolding, Colin	08-14-2017	Maint Assoc.,Unit Turns
Charlery, Cornelius	11-13-2018	Maint Associate,WO
Caldwell, Peter	04-29-2019	Maint Associate,Support
Ripley, Allan	04-29-2019	Maint Associate,Lead
Peterson, Daniel	02-03-2020	Maint Assoc.,Unit Turns
San Juan, Eduardo	02-03-2020	Maint Associate,WO
Baylon, Mervic	10-19-2020	Maint Associate,Support
Baletin, Rick Jayson	06-21-2021	Maint Assoc.,Unit Turns
Ruston, Cory	02-28-2022	Maint Assoc.,Unit Turns