

COLLECTIVE AGREEMENT

BETWEEN



**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 37**

AND



HERITAGE PARK SOCIETY

January 1, 2026 to December 31, 2028

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LAND ACKNOWLEDGEMENT

The Parties acknowledge that Heritage Park is located on the Treaty 7 territory where we respect the deep, historical connection to this land by the Blackfoot, Tsuut'ina, Îyârhe Nakoda, and Metis peoples. Heritage Park is a place where visitors come to learn about the history of all those who have gathered here, and where Indigenous people proudly share cultural traditions and tell stories about their rich heritage, history and attachment to the land.

PREAMBLE

It is the intent of the Parties to this Agreement to ensure that security services at Heritage Park are provided efficiently and effectively. Therefore, the Parties agree:

- (1) To maintain and improve relations between the Employer and its Security Employees and to provide the Parties to this Agreement with a clear understanding of their respective rights and responsibilities;
- (2) To recognise the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
- (3) To encourage efficiency in operations and ensure orderly and legal collective bargaining between the Parties to this Agreement; and
- (4) To facilitate the peaceful resolution of any disputes and grievances and to prevent any strikes or lockouts.

ARTICLE 1 – INTERPRETATION AND EXTENT

- 1.01 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.

ARTICLE 2 – DEFINITIONS

- 2.01 **Employer** shall mean the Heritage Park Society.
- 2.02 **Union** shall mean the Canadian Union of Public Employees, Local 37.
- 2.03 **Union Steward** shall mean a Union Job Steward.
- 2.04 **Union Representative** shall mean a Union National Representative, Union Officer or a Union Steward.
- 2.05 **Employee** shall mean a person assigned to a position falling within the scope of this Agreement.

- 2.06 **Permanent Full-Time Employee** shall mean an Employee who is hired to work in a Full-time position who regularly works thirty (30) hours per week or more and has successfully completed the required probationary period.
- 2.07 **Permanent Part-Time Employee** shall mean an Employee who is hired to work regularly scheduled shifts each week but who works less than thirty (30) hours per week and has successfully completed the required probationary period.
- 2.08 **Temporary Employee** shall mean an Employee who is replacing an existing Employee who is on an approved leave.
- 2.09 **Seasonal Employee** shall mean an Employee occupying a Seasonal position established by the Employer, and who is required to work on a temporary basis for no longer than six (6) months.
- 2.10 **Casual Employee** shall mean an Employee who works occasionally, usually on a call-in basis to work as needed.
- 2.11 **Probationary Employee** shall mean any Employee filling a position who is serving the required probation period defined in Article 16.
- 2.12 **PCR** shall mean the People and Culture Representative.
- 2.13 For the purpose of this Agreement, the time limits shall be working days Monday to Friday, exclusive of Administrative Office closures and General Holidays, as defined in Article 12 of this Agreement.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognises the Union as the certified bargaining agent for all Employees within the scope of Certificate Number 244-2009 issued by the *Alberta Labour Relations Board*, namely “All Security Personnel”.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms and conditions of this Agreement.
- 3.03 Where the Employer has offered available work to bargaining-unit Employees and the shifts remain unfilled, any out-of-scope supervisor, manager, Employee or volunteer may perform the functions of a bargaining-unit Employee for purposes of maintaining operations, instruction, assistance or addressing emergencies provided they do not reduce the hours of work of any Employee.

ARTICLE 4 – UNION AND MEMBER SECURITY

- 4.01 All Employees covered by this Agreement shall be subject to the deduction of an amount equal to the monthly Union dues from their pay as duly authorized by the Union's Bylaws.
- 4.02 The Employer shall by the fifteenth (15th) day of each month remit to the Union the dues deducted for the preceding month. The dues deduction list shall include the Employee's name, ID, classification, total regular and overtime earnings for the period, total dues deductions for the period, home address and phone number, personal and work email addresses.
- 4.03 The yearly dues paid by an Employee shall be recorded on the T4 slip issued by the Employer.
- 4.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 4.05 New Employees' information shall be provided to the Union no later than on the next dues deduction list provided those employees are active in the payroll system.
- 4.06 An Employee shall have the right, after giving seven (7) working days' written notice to the PCR, to have access to and review their personnel record in the presence of the responsible excluded person. Extension requests by either party shall not be unreasonably denied.
- 4.07 In the event a grievance is filed on behalf of an Employee, the Union may request access to the Employee's personnel records and shall provide the Employee's written consent with the request. The Employer shall provide the requested personnel records within seven (7) working days. Such time awaiting the file shall not affect the time limits as outlined in Article 10 – Grievance Procedure.
- 4.08 As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 4.09 The hiring of Seasonal Staff will not cause a reduction in the scheduled hours of Permanent Employees.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the Employees, including but not limited to the following:
- (a) The right to maintain order and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees; the right to

create change and abolish rules and practices as the Employer sees fit; the right to discipline, suspend, or discharge Employees for just cause.

- (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off, and recall Employees subject to the provisions of this Agreement.
- (c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery, and equipment shall be vested in the Employer, the right to schedule operations and number of shifts, the right to determine methods, job content and quality and quantity standards, the right to use improved methods, machinery and equipment; the right to decide on the number of Employees needed by the Employer at any time, the number of hours and days to be worked and starting and quitting times.

- 5.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.
- 5.03 Prior to the implementation of a new rule or regulation affecting Employees, the Employer shall notify the Employees and the Union of such new or modified rule or regulation.

ARTICLE 6 – NO DISCRIMINATION, HARASSMENT, OR VIOLENCE

- 6.01 The Employer will not discriminate in any manner against an Employee based on a prohibited ground of discrimination recognised by the *Alberta Human Rights Act*, as amended from time to time, or based on membership in the Union, or where an Employee has received a pardon for a summary criminal conviction that is unrelated to their employment with the Employer.
- 6.02 The Parties agree that no Employee shall be subjected to harassment. Harassment shall be defined as any objectionable or unwelcome conduct, comment, bullying, or action that is known or ought to be known to cause offence, humiliation, or adverse health and safety effects, including sexual harassment, discrimination, and bullying.

Harassment does not include any reasonable conduct of an employer or supervisor regarding the management of workers or a worksite.
- 6.03 The Parties agree that no Employee shall be a victim of violence in the workplace. Violence shall be defined as the threatened, attempted, or actual conduct that causes or is likely to cause physical or psychological harm, including domestic or sexual violence when it spills into the workplace.
- 6.04 Workplace harassment and violence shall be a standing agenda item at meetings of the Joint Occupational Health and Safety Committee provided that individual complaints or confidential information shall not be discussed, and the Committee's role is limited to reviewing trends, preventative measures, and systemic issues.

ARTICLE 7 – UNION ACTIVITY ON EMPLOYER PREMISES

- 7.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the PCR or their designate.
- 7.02 The Employer will provide a bulletin board for the posting of Union notices adjacent to the lockers for security, provided that the use of such shall be restricted to the events and reports of the Union.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The Employer will recognise the Union-elected or appointed Union Stewards. The Union shall notify the Employer in writing of the names of the Union Stewards within 30 days of election or appointment.
- 8.02 The Local and/or individual Employees shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when negotiating terms and conditions of employment with the Employer. With a minimum of two (2) working days' notice in writing, such representative(s), advisor(s) shall have reasonable access to the Employer's premises during working hours to deal with any matters arising out of this Collective Agreement.
- 8.03 Union Stewards shall suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. The Union acknowledges that the Union Stewards have their regular work to perform as Employees of the Employer and it is therefore agreed that they shall not leave their work to process a grievance or undertake any other Union business during working hours without prior consent of their supervisor.
- 8.04 The Employer will recognise Union Representatives assigned to the Employees in accordance with the terms of this Agreement. The Union will notify the Employer in writing of its representatives authorized to conduct business of the Union and enter into Agreements on its behalf.
- 8.05 Collective Bargaining
- Bargaining representatives in the employ of the Employer shall attend collective bargaining meetings, between the Employer and the Union, if negotiating for a new Agreement, whose number for the purposes of this Article shall not exceed a total of two (2) Employees at any one time. The Union shall reimburse the Employer for the Employees' attendance at all such meetings.

ARTICLE 9 – NO STRIKES AND LOCKOUTS

- 9.01 The Union agrees that it will not cause, authorize, sanction or permit Employees to cause or take part in any sit-down, stay-in or slowdown or any strike or stoppage of

any of the Employer's operations or any curtailment of work during the term of this Agreement.

9.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

10.02 By mutual agreement between the Parties, the time limits specified in this Article may be extended at any Step. Extension requests by either party shall not be unreasonably denied.

10.03 Once the grievance is submitted in writing to the PCR or their designate in accordance with Step 2 of Article 10, should the Employer or Union or Employee fail to comply with any time limits specified in this Article, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.

10.04 The Union or the Employer may file a policy grievance. A policy grievance shall be defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation of the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of relief that affect individual Employees. Policy grievances shall commence at Step 2.

10.05 Termination grievances shall commence at Step 2.

10.06 Grievance Steps:

Step 1

An Employee, with or without the assistance of a Union Representative shall first seek to settle the dispute in discussion with the Security Management or their designate within ten (10) working days from the date of the incident, giving rise to the grievance. *Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the grievance will be considered to be abandoned.*

Step 2

Failing settlement at Step 1, the Employee and a Union Representative shall within ten (10) working days of the Step 1 meeting, submit the grievance in writing to the PCR or their designate.

The written grievance shall contain the following information:

(a) A summary of circumstances giving rise to the grievance;

- (b) The provision(s) of the Agreement considered; and
- (c) The particulars of the remedy sought.

The PCR or their designate at their discretion, shall hear the grievance at a meeting within ten (10) working days of the submission of the written grievance. The PCR or their designate shall provide a written response to the Union within fifteen (15) working days of receiving the grievance, or fifteen (15) working days of hearing the grievance if such meeting occurs.

Step 3

Failing satisfactory settlement at Step 2, the grievance may be referred to Arbitration pursuant to *Alberta Labour Relations Code* within thirty (30) days of receipt of the Step 2 decision.

Written notice of a grievance to arbitration shall include the name, address and business phone number of the referring Parties' appointed member to the arbitration board. The recipient of the notice shall, within ten (10) working days, advise the other party of the name, address and business phone number of its appointed member to the arbitration board. The two appointees shall, within ten (10) working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the appointees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as a Chairman.

The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement.

Each party shall bear the expenses of their appointee to the board. The expenses of the Chair shall be shared equally by the Parties.

A grievance may, upon agreement of both Parties, be submitted to a single Arbitrator.

Option - Mediation Process

A grievance may, upon agreement of both Parties be submitted to mediation for possible resolution before accessing the Arbitration process as explained in Step three (3) of the Grievance Procedure. However, if mediation is not agreed to by both Parties, or if mediation fails to settle the dispute, the grievance shall proceed to arbitration. Should the dispute proceed to mediation, the Parties shall share equally the costs of the Mediator.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It will not be construed as a guarantee of hours of work per week, or of days of work per week. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.
- 11.02 Shifts for Permanent Full-Time, Part-Time, Temporary and Seasonal Employees may be eight (8), ten (10) or twelve (12) hours long so long as the Employer ensures that no workday exceeds twelve (12) hours, unless an exception applies (emergency, unforeseeable circumstances, or variance under *Alberta Employment Standards*).
- 11.03 Except in an emergent situation, notice of change to a shift schedule will be provided at least seventy-two (72) hours in advance via an email. It is the sole responsibility of an Employee to ensure that at all times they have shared their current email address with the Employer.
- 11.04 An Employee shall have eight (8) hours of rest between regularly scheduled shifts unless an emergent situation occurs. Failure to give a minimum of eight (8) hours rest will result in the hours worked during that period being considered overtime.
- 11.05 All Employees scheduled to work more than a five (5) hour shift shall be entitled to a twenty (20) minute paid rest period in the first half of the shift and twenty (20) minute paid rest period in the second half of the shift unless an emergent situation occurs. All Employees shall be required to stay on the Employer's property during the rest period, with their radios turned on and in a position to return to work if required by the Employer to do so.
- 11.06 Employees shall be entitled to overtime pay for hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a week, whichever is greater, unless an approved averaging arrangement, mutually agreed between the Employer and the Union, stipulates a different threshold. Overtime is calculated in increments of no less than fifteen (15) minutes and paid at one and one-half (1.5) times the Employee's regular hourly rate.
- 11.07 Overtime, except in an emergent situation requiring an Employee to remain on site or where the Employee is the primary security contact involved in an incident on the Employer's property, shall be assigned on a voluntary basis. If insufficient Employees volunteer, Employees still on shift may be assigned in the order of their seniority beginning with the junior Employee.
- 11.08 Where mutually agreed upon beforehand between the Employer and the Employee, a Permanent Full-Time Employee working overtime may take time off in lieu of wages (Lieu Time). Lieu Time is accrued at a rate of one (1) hour for each overtime hour worked. Lieu Time will be taken by the Employee at a time(s) mutually agreed upon between the Employee and the Employer, within twelve (12) months of the date of when the overtime was earned. If Lieu time is not taken within twelve (12) months of when the lieu time is earned, it is paid out as overtime at a rate of one and one-half (1.5) times the wage rate at the end of the twelve-month period.

11.09 All overtime must be pre-approved by Security Management or their designate, except in emergency circumstances, in which case retroactive approval may be granted if documented. Such approval shall not be unreasonably withheld.

11.10 Employees shall record their daily hours worked through the Employer's approved electronic timekeeping system. Adequate training on the employer's system shall be provided to each Employee.

Employees are responsible for accurately recording the start and end of each shift. Any extensions or adjustments to a scheduled shift must be entered into the system, with a note clearly detailing the reason for the adjustment.

11.11 Employees are paid for hours actually worked. For example, on the day clocks are adjusted forward when Daylight Savings Time begins, an Employee who works from 1 a.m. until 9 a.m. will be paid for seven (7) hours of work, on the day clocks are adjusted backward when Daylight Savings Time ends, an Employee who works from 1 a.m. until 9 a.m. will be paid for nine (9) hours of work.

11.12 Casual Employees are required to work a minimum of forty hours (40 hours) over a three (3) month period in order to retain employment at Heritage Park.

All Casual Employees shall maintain their availability through the Employer's approved electronic scheduling system.

Exceptions to this requirement may be made in cases of verified illness, emergency, bereavement, or other emergent circumstances.

ARTICLE 12 – GENERAL HOLIDAYS

12.01 The following will be observed as General Holidays:

- | | |
|----------------|------------------------------|
| New Year's Day | Heritage Day (Civic Holiday) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

12.02 In this Article, Average Daily Wage shall mean the Employee's wages earned over the number of days worked by the Employee in the four (4) week period immediately preceding the General Holiday.

12.03 All Employees who work on a General Holiday and that are eligible for general holiday pay shall receive:

- (a) one point five times (1.5x) their basic rate of pay for all hours worked on the General Holiday, plus their Average Daily Wage;
[(Hours worked x hourly wage x 1.5) + average daily wage]

or

- (b) their regular rate of pay for all hours worked on the General Holiday plus a day off at a future date at a time mutually agreed upon between the Employee and the Employer, and their Average Daily Wage.
[(Hours worked x hourly wage) + average daily wage]

12.04 All Employees who do not work on a General Holiday and that are eligible for General Holiday pay shall receive their Average Daily Wage for the General Holiday.

12.05 An Employee is not eligible to receive General Holiday pay:

- (a) if the Employee does not work on a General Holiday when required or scheduled to do so; or
- (b) if the Employee is absent from their regular employment without the consent of the Employer for all or part of their last regular working day preceding or their first regular working day following a recognised holiday; or
- (c) if the Employee is on layoff status, maternity leave, paternity leave, or adoption leave, Workers' Compensation, a leave of absence or on sick leave on the date of the recognised holiday.

12.06 If a General Holiday falls within the annual vacation of an Employee, the Employer shall, if the General Holiday is one to which the Employee would have been entitled if not on vacation, give the Employee;

- (a) a day off with pay on what would have been the first day back to work following the vacation, or by agreement, on another day; or
- (b) General Holiday pay in an amount equal to the Employee's Average Daily Wage.

ARTICLE 13 – VACATIONS

13.01 A Permanent Full-Time Employee is entitled to an annual vacation with pay. Vacation entitlement is determined based on an employee's length of employment with Heritage Park.

For vacation purposes, an Employee's length of service is calculated using only full-time, permanent employment at Heritage Park, as prior employment within other categories is not eligible.

One week is equal to five working days.

<u>Level</u>	<u>Length of Service</u>	<u>Entitlements</u>	
Step 1	Start Date – 7 years	3 Weeks	6% of regular wages
Step 2	8 th anniversary – 19 years	4 Weeks	8% of regular wages
Step 3	20 th anniversary – 24 years	5 Weeks	10% of regular wages
Step 4	25 th anniversary and above	6 Weeks	12% of regular wages

- 13.02 Permanent Full-Time Employees may be entitled to a maximum of three (3) additional days of vacation in any given year, if the majority of Heritage Park operations are closed between Christmas and New Year's Day.
- 13.03 The Employer reserves the right to discontinue providing the foregoing additional vacation allotment, if the Employer removes that entitlement from all non-union Employees, upon providing two (2) weeks' notice to eligible Employees. Continuation of designated blackout periods, for Security during the Christmas season between the annual dates of December 23rd to January 3rd, due to the requirements of ensuring business security, safety and continuity.
- 13.04 Unused Vacation days may be carried over to the next fiscal year up to a maximum of five (5) days.
- 13.05 The Union acknowledges that the Employer has the right to schedule vacations at any time during the year and will do so based on its operational requirements. Vacations of more than two (2) weeks will not necessarily be scheduled consecutively. No more than ten percent (10%) of Permanent Employees may be absent on vacation at any one time. The Security Coordinator will not count as part of the ten percent (10%).
- 13.06 A notice will be posted on November 1st of each calendar year, requesting Employees to state their choice of vacation dates for the following year. Such notice will be removed by the Employer at the end of that month and a vacation schedule prepared and posted within ten (10) days. Requests to reschedule vacation periods after that date will be considered by the Employer. However, the requested changes will not be made if the rescheduling will interfere with the vacations of other Employees or with the Employer's operating needs. The Employer reserves the right to change scheduled vacation days with two (2) weeks' written notice to the Employee should emergent operational requirements deem this necessary. Senior Employees shall be given preference in the selection of vacation periods subject to operational needs.
- 13.07 Where an Employee is terminated, they shall receive as applicable 4%, 6%, 8%, 10% or 12% of their regular earnings in lieu of vacation pay.

ARTICLE 14 – WAGES & PAYMENT

- 14.01 The Employer shall pay during the life of this Agreement, the Schedule of Wages as set forth in Appendix "A".
- 14.02 All Employees will be paid on a bi-weekly basis.

14.03 On each pay day the Employee shall receive an itemized statement of their pay including hours worked, earnings, premiums, and deductions.

14.04 An Employee will receive a statement of their earned vacation and banked overtime within five (5) business days of submitting a written request to the PCR.

14.05 Premiums

A shift differential of two dollars (\$2.00) per hour will apply to shifts that are worked by Employees between the hours of 10:00 p.m. to 6:00 a.m.

ARTICLE 15 – BENEFITS & SICK LEAVE

BENEFITS:

15.01 Providing a Permanent Full-Time Employee successfully completes three (3) months of active continuous employment, meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the insurer, the Employer agrees, subject to this Article, to pay the following percentage of the premiums for the listed benefits below.

The Employee acknowledges that it is a condition of employment that they enroll in certain benefit plans, and that tax owing on benefit premiums and/or benefit coverages will be the sole responsibility of the Employees.

(a) Permanent Full-Time Employees:

	<u>Group Benefit Plan</u>	<u>Employer %</u>	<u>Employee %</u>
i.	Basic Life Insurance	0%	100%
ii.	Dependent Life Insurance	0%	100%
iii.	Long-Term Disability	0%	100%
iv.	AD&D	0%	100%
v.	Extended Health	100%	0%
vi.	Dental Care	100%	0%

Should the Employer change the Employer/Employee ratio of the percentage of premiums for the listed benefits for out of scope Employees during the nominal term of this Agreement or statutory bridging period of this Agreement, the revised ratio of the percentage of premiums for out of scope Employees will apply to Employees covered by this Agreement.

The Employer will provide the Union with thirty (30) days' notice of such change.

(b) Permanent Part-Time, Temporary, Seasonal and Casual Employees will be enrolled in the following benefit plan on date of hire:

	<u>Group Benefit Plan</u>	<u>Employer %</u>	<u>Employee %</u>
i.	AD&D	0%	100%

- 15.02 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid, and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers.
- 15.03 The Employer agrees that if it changes insurance carriers or benefit coverages, it will notify the Union and the affected Employees of any resultant changes in coverage or benefits. The Employer agrees that the group benefit plan made available to eligible Employees under this Agreement will in no way be inferior to the group benefit plan provided to other non-managerial Employees of the Employer.
- 15.04 Providing a Permanent Full-Time or Permanent Part-Time Employee successfully completes their probationary period, meets the qualifying periods of employment for participation and meets any other requirements for participation as determined by the Employer, the Employee may elect to join the Employer's optional group pension plan. An eligible Employee may contribute five percent (5%) of their gross monthly base wages through bi-weekly payroll deductions. The Employer will match the Employee's contribution of five percent (5%) of their gross monthly base wages. An eligible Employee may elect to contribute up to an additional eight percent (8%) of their gross monthly base wages as additional voluntary contributions; which amount will not be matched by the Employer.

SICK LEAVE / SHORT-TERM DISABILITY

15.05 Sick Leave and Short-Term Disability

(a) Eligibility

Sick Leave benefits apply to Permanent Full-Time Employees who have successfully completed three (3) months of active employment. These provisions apply only to bona fide non-occupational illness or injury and do not apply to absences covered under the *Alberta Workers' Compensation Act*.

(b) Sick Leave Reporting Requirements

An Employee who is unable to attend work due to illness or non-occupational injury shall notify Security Management or their designate prior to the start of their scheduled shift. The Employee shall maintain contact for each subsequent scheduled shift of absence unless otherwise directed.

Where an Employee is absent for three (3) or more consecutive scheduled shifts, medical documentation may be required as outlined in Article 21 – Medical Examination and Certificate.

(c) Sick Leave – Initial Five Consecutive Scheduled Shifts

An Employee absent due to bona fide non-occupational illness or injury shall receive regular pay for up to five (5) consecutive scheduled shifts per illness occurrence, provided reporting and documentation requirements are met.

This five (5) shift period constitutes the qualifying period for Short-Term Disability (STD).

(d) Transition to Short-Term Disability

Where a Permanent Full-Time Employee is absent for more than five (5) consecutive scheduled shifts due to a non-occupational illness or injury, the Employee shall apply for Short-Term Disability benefits. Failure to apply for STD when required within one week after reaching five (5) days may result in the Employee being placed on unpaid leave.

15.06 Short-Term Disability (STD)

Subject to medical adjudication and approval, STD salary continuance benefits shall be provided for up to seventeen (17) weeks within a rolling fifty-two (52) week period from the onset of the approved leave.

(a) Eligibility

STD benefits apply to Permanent Full-Time Employees who have successfully completed three (3) months of active employment. These provisions apply only to bona fide non-occupational illness or injury and do not apply to absences covered under the *Alberta Workers' Compensation Act*.

STD benefits shall cease upon the Employee attaining age seventy (70), or such later age as may be recognised under the Employer's adjudication and insurance arrangements in effect at the time of disability. Eligibility for benefits under this Article is subject to the terms, conditions, and eligibility limits in effect at the time of disability.

STD benefits shall be administered in full calendar weeks and shall not be prorated or converted into daily amounts. STD salary continuance shall be paid in accordance with the Employee's length of service:

Length of Service	Weeks at Full Pay	Weeks at 70% of Pay
Up to one year	2	15
More than one year	4	13
More than two years	6	11
More than 3 years	8	9
More than 4 years	10	7
More than 5 years	12	5
More than 6 years	14	3
More than 7 years	16	1
More than 8 years	17	-

(b) Scheduled Medical Leave

Where an absence is foreseeable, including scheduled surgery or treatment, the Employee shall provide advance notice as soon as reasonably practicable and

submit supporting medical documentation prior to the commencement of the leave.

(c) Adjudication and Administration

- (i) Approval, continuation, modification, or denial of STD benefits shall be determined by the Employer's designated third-party claim advisor and adjudication parameters in effect at the time of disability. The adjudication decision shall be binding for the purposes of administering salary continuance under this Article. The Employee is required to cooperate and provide the required medical information to the claim advisor and adhere to the timeline.
- (ii) The return-to-work plan will be designed in collaboration with the claim advisor, Employee, and Employer. The Employee may request the support of the Union in the return-to-work process.

(d) Denial of STD

If STD benefits are denied:

- (i) The Employee shall be placed on unpaid medical leave, subject to statutory and human rights protections.
- (ii) The Employer may require additional medical information to determine fitness for work or accommodation options as outlined in Article 21.02(b).

15.07 Long-Term Disability (LTD)

- (a) A Permanent Full-Time Employee who remains absent from work due to non-occupational illness or injury beyond seventeen (17) weeks shall be eligible for benefits under the Employer's LTD Group Insurance Plan in accordance with the terms of the applicable plan and insurer.
- (b) All eligibility criteria, benefit levels, offsets, medical requirements, and adjudication processes shall be governed by the Group Insurance Booklet and the insurance contract in effect at the time of disability.
- (c) LTD benefits shall cease at age sixty-five (65), or such later age as provided under the applicable insurance contract.
- (d) The Employer will continue to pay the Employer-paid portion of extended health and dental premiums for the first twenty-four (24) months of LTD leave. After twenty-four (24) months, extended health and dental coverage shall cease unless otherwise required by law or the insurance carrier.
- (e) During an approved LTD leave:
 - (i) Employer and Employee pension contributions shall be suspended unless otherwise required by the pension plan text or legislation.

- (ii) Vacation pay accrual shall be suspended.
- (iii) Employees shall not be eligible for statutory holiday pay.
- (iv) Employees shall not be eligible for salary increases, step progression, or general wage adjustments while on LTD leave.

15.08 Personal & Family Responsibility Leave

Seasonal, on-call, and Part-Time and Casual Employees with ninety (90) days of continuous employment can take up to five (5) days of job-protected, unpaid personal and family responsibility leave each calendar year if they are sick, or to attend to their health matters, or if they have responsibilities in relation to their family members as per *Alberta Employment Standards*.

15.09 Immediate Family Member's Related Sick Leave

- (a) The Employer recognises that circumstances will arise in which an Employee will be unable to report to work due to illness or injury of an immediate family member/dependent. Permanent Full-Time Employees with ninety (90) consecutive days of permanent full-time employment can take up to five (5) days of paid leave each calendar year if they need to attend to their sick family members, or if they have responsibilities in relation to their sick family member. Family sick days should be used in increments of either a half or full day. Any unused leave days under this policy cannot be carried over into a new calendar year.
- (b) For the purpose of establishing eligibility for the paid immediate family member's related sick leave, Heritage Park defines "immediate family" as:
 - the Employee's spouse or common-law partner
 - child
 - parent
 - sibling

who is suffering from a bona fide illness or injury that requires the Employee to act as the primary caregiver during regular hours of work.

- (c) In this case, the Employee shall notify Security Management or their designate before the scheduled start of their workday wherever possible.

ARTICLE 16 – PROBATIONARY PERIOD

16.01 The first six (6) months of active employment for Full-Time Employees and the first one thousand forty (1,040) hours of active employment for Part-Time or Casual Employees, whichever is greater, shall be considered probationary employment and at any time during this period the Employee's employment may be terminated and such termination shall not be subject to the grievance or arbitration procedure.

16.02 An Employee shall serve only one (1) probationary period.

16.03 Trial Period

Should an Employee be successful in their application or be transferred to another position with the Employer, they shall serve a trial period of three (3) months. If, during the trial period, the Employee is deemed unsatisfactory in the position or determines they are unable to perform the duties of the new job classification, they shall be returned to their former position at the wage or salary applicable to that former position, without loss of seniority.

Any other Employee promoted or transferred as a result of the rearrangement of positions shall likewise be returned to their former position at the wage or salary applicable to that former position, without loss of seniority.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Maternity, Parental and Adoption leave shall be provided in accordance with the *Employment Standards Code*.

17.02 The Employer shall provide all other statutory job-protected leaves to Employees in accordance with the *Employment Standards Code*, as amended from time to time, unless greater rights are specified in this Collective Agreement.

17.03 Maternity & Parental Leave Top-Up Pay & Benefits

An eligible (Permanent, Full-Time) Employee who has completed 12 consecutive months of employment and is taking maternity or parental leave shall receive top-up pay (100% of their base salary) for up to a maximum of eight (8) weeks or the duration of leave, whichever is shorter. To ensure the appropriate top-up pay, the Employee must submit a copy of their Employment Insurance claim and payment approval to ensure top-up can be administered.

During the time of maternity or parental leave, eligible Employees (Permanent, Full-Time Employees only) will be expected to pay their portion of long-term disability, life insurance, dependent life insurance, and accidental death & dismemberment premiums. These payments must be paid in advance (arrangements are to be made with the Payroll & Benefits department).

Heritage Park continues to pay extended health and dental benefit premiums for Employees during the time of maternity/parental leave. Heritage Park's contributions to an Employee's pension plan will be suspended while the Employee is on leave.

17.04 Birth or Adoption

An eligible (Permanent, Full-Time) Employee may take one (1) day of leave with pay to attend the birth or adoption of a child or at the discharge from hospital after the birth

of a child. If more time is desired, lieu, vacation, or leave without pay may be granted with prior approval by Management.

17.05 Union Leave

Wherever possible, at least seven (7) days' written notice will be given to the Employer for any Employee off work on Union business. The Employee shall continue to receive full wages from the Employer and the Employer shall bill the Union the full cost of these wages plus a percentage of these wages equal to cover the cost of the Employer's share of fringe benefits. Such leave will be subject to operational requirements and shall not be unreasonably denied. No more than one Employee at a time may access this leave unless by mutual agreement between the Employer and the Union. Each leave is limited to no more than seven (7) consecutive days unless by mutual agreement between the Employer and the Union.

17.06 Citizenship Ceremony Leave

Eligible Employees (90 days of continuous employment) can take up to one (1) day of unpaid citizenship ceremony leave once during their employment to attend their Canadian citizenship ceremony.

Eligible Permanent Full-Time Employees can, with their Supervisor's/Manager's approval, take up to a half-day of paid leave. An Employee may, with their Supervisor's/Manager's approval, use any available paid leave (i.e. vacation or lieu time) for additional time off as necessary.

17.07 Special Circumstances

Time off without pay may be granted for special circumstances with prior approval by Management.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 Employees who wish to take time off due to the death of an immediate or extended family member shall notify their Supervisor/Manager within a reasonable timeframe. The bereavement entitlements are as follows:

- Permanent Full-Time: eligible for up to four (4) paid days of bereavement leave
- Permanent Part-Time: eligible for up to two (2) paid days and two (2) unpaid days of bereavement leave
- Seasonal / Casual / Temporary: eligible for up to three (3) unpaid days of bereavement leave

Such leave may commence no earlier than the date of the death and must be taken within six (6) months of the death unless agreed upon with Management in writing on a longer timeline.

18.02 Bereavement leave shall not apply to a Permanent Full-Time or Part-Time Employee on a leave of absence, sick leave, off work on disability benefits, layoff, or off work on Workers' Compensation benefits.

ARTICLE 19 – JURY OR WITNESS DUTY

19.01 The Employer will pay the Employee their normal hourly earnings for the day(s) spent serving Jury Duty provided the Employee provides proof of Jury service, and remits to the Employer the cheque they received from the Court for Jury Duty.

19.02 An Employee subpoenaed by the Crown as a Witness will be paid their normal scheduled hourly earnings for time spent in Court provided the Employee provides a copy of the Crown Subpoena to the Employer.

ARTICLE 20 – SENIORITY AND PROMOTION

20.01 Employees shall not acquire or accrue seniority until the successful completion of their probationary period. Upon successful completion of the probationary period the Employee's seniority date will be their original date of hire as a Probationary Employee.

20.02 Seniority shall be recognised only where specifically referenced in this Agreement.

20.03 Seniority shall be calculated as follows:

- (a) For Employees in the bargaining unit prior to the date of ratification of this agreement, their base seniority will be defined in accordance with the most recent seniority list provided by the Employer under Article 20.04 and then seniority will accumulate in hours worked.
- (b) For Employees in the bargaining unit hired after the date of ratification of this agreement, bargaining unit seniority shall be defined as hours worked while in the bargaining unit.
- (c) Hours worked for the purpose of calculating seniority shall include all regular and overtime hours worked, vacation, sick leave, short-term disability, the first 90 days of any period of long-term disability, authorized leaves of absence with pay of any kind, and the first seven (7) days of authorized leaves of absence without pay.

20.04 The Employer will supply the Union a seniority list setting out the names, starting dates and hours accumulated with the Employer once a year in January or upon notice of any layoff.

20.05 An Employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when:

- (a) the Employee resigns or retires in writing;
- (b) the Employee is discharged for just cause;
- (c) the Employee overstays their authorized leave of absence;
- (d) the Employee is absent without authorized leave in excess of three (3) consecutive shifts;
- (e) the Employee is absent due to layoff exceeding the limit noted in Article 20.09;
- (f) the Employee fails to return to work from layoff on the day stipulated by the Employer after having been notified to do so by the Employer, at least seven (7) days in advance, by phone or by couriered letter (the Notice), to the last known address or phone number provided by the Employee to the PCR. The foregoing notice shall be deemed sufficient for the purposes of this sub-article. It shall be the responsibility of the laid-off Employee to properly notify the PCR of their whereabouts, changes to their phone number or their postal address.

20.06 All full-time and part-time job vacancies within the scope of the bargaining unit shall be posted for a period of seven (7) calendar days. Such notice shall set out the nature of the position, required knowledge, skills and ability. Employees to be selected shall be determined on the basis of qualifications, skills and ability. Where two (2) or more Employees are equal in qualifications, skill and ability, seniority shall be the deciding factor. The Employer shall determine qualifications and ability in a fair and reasonable manner. A copy of the job posting shall be sent to the Union.

20.07 When an Employee is assigned to fulfill the duties of a higher rated position for a period of two (2) weeks or more, they shall be paid the higher wage rate under this Agreement for such time as they fill the position.

20.08 Reduction of the Workforce

Should there be a need to decrease the workforce, Employee(s) may be laid off. The following applies in the case of a layoff: The Employer shall endeavour to give thirty (30) calendar days' notice in anticipation of a layoff but not less than fourteen (14) calendar days.

(a) Definition of Layoff

Layoff is defined as a reduction in an Employee's hours of work where such reduction would have the Employees' status changed from Full-Time to Part-Time or Part-Time to Casual.

(b) Role of Seniority in Layoffs

Both Parties recognise that job security shall increase in proportion to length of service with the Employer as either a Full-Time or Part-Time Employee. Therefore, in the event of a layoff, Employees shall be laid off in the reverse

order of their seniority, within their classification of full-time or part-time employment, provided they are qualified to perform the remaining work.

(c) Recall Procedure

When it is necessary to rehire, former Employees shall be re-employed in the inverse order in which they were laid off within their classification of full-time or part-time employment, provided they are qualified to perform the work.

- 20.09 Employees laid off after completing their probationary period shall retain recall rights and be placed on a recall list for a period of twelve (12) months. While on layoff the Employee may apply on posted positions in the bargaining unit that become available.
- 20.10 Upon being laid off, Employees will be placed on a recall list as per Article 20.09. If the Employee is not recalled before the expiration of their recall period, the Employer will pay the Employee termination pay as follows:
- (a) if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years, one (1) week's wages;
 - (b) if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years, two (2) weeks' wages;
 - (c) if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years, four (4) weeks' wages;
 - (d) if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years, five (5) weeks' wages;
 - (e) if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years, six (6) weeks' wages; or
 - (f) if the Employee has been employed by the Employer for ten (10) years or more, eight (8) weeks' wages.

Upon such payment, the Employee shall have no further claim, complaint, or grievance against the Employer for the termination of their employment.

- 20.11 No new Employees shall be hired within the bargaining unit while existing Employees are on a temporary layoff provided those laid off Employees have the qualifications, skill, and ability to perform the available work.

ARTICLE 21 – MEDICAL EXAMINATIONS & CERTIFICATES

- 21.01 The Employer may request supporting documentation from a medical practitioner:

- If an Employee is absent for three (3) or more consecutive working shifts for medical reasons,

- If there appears to the Employer to be a pattern of absences or an excessive number of absences for purported medical reasons,
- Where an Employee is applying for short-term disability benefits under Article 15.06.

21.02 Duty to Accommodate

- (a) A Physician's statement or other documentation provided by a medical professional may be required of an Employee prior to returning to work, clearing the Employee to perform the functions of their position with or without restrictions and providing a prognosis for their return to full duties.
- (b) Should an Employee require accommodation, the Employer may request additional medical information to provide such support. Information shall define the Employee's current abilities, limitations, and/or prognosis but not their diagnosis. Confidential medical documentation will only be provided to the PCR or a designate. The PCR may share information concerning work restrictions and return to work dates with Security Management or their designate.

ARTICLE 22 – PERMANENT PART-TIME EMPLOYEES

22.01 The following provisions of this Collective Agreement apply to Part-Time Employees being:

	Preamble
Article 1	Interpretation and Extent
Article 2	Definitions
Article 3	Recognition
Article 4	Union and Member Security
Article 5	Management Rights
Article 6	Non-Discrimination
Article 7	Union Activity on Employer Premises
Article 8	Union Representation
Article 9	No Strikes and Lockouts
Article 10	Grievance Procedure
Article 11	Hours of Work and Overtime
Article 12	General Holidays
Article 14	Wages & Payment
Article 15	Benefits & Sick Leave
Article 16	Probationary Employees
Article 17	Leave of Absence
Article 18	Bereavement Leave
Article 19	Jury or Witness Duty
Article 20	Seniority and Job Posting
Article 21	Medical Certificates and Accommodations
Article 24	General
Article 25	Duration of Agreement
Article 26	Discipline, Discharge and Personnel Records

Appendix A

- 22.02 The other provisions of this Collective Agreement do not apply to Permanent Part-Time Employees unless specifically stated in this Article.
- 22.03 Employees hired as part-time will work less than thirty (30) hours a week unless working sickness, vacation, statutory holiday, vacancy or leave of absence relief. Employees hired as Part-Time Employees will not qualify as Full-Time Employees unless appointed full-time by the Employer.
- 22.04 Permanent Part-Time Employees will be eligible to be paid for General Holidays recognised by the Employer in Article 12.01, in accordance with the *Employment Standards Code*.
- 22.05 Permanent Part-Time Employees will be paid four percent (4%) of gross wages for vacation pay based on length of service with the Employer. After five (5) consecutive years of employment the Permanent Part-Time Employee will be entitled to six percent (6%) of gross wages for vacation pay. Permanent Part-Time Employees will be entitled to two (2) weeks of unpaid vacation after one (1) year of service and three (3) weeks of unpaid vacation after five (5) years of service.
- 22.06 A Permanent Part-Time Employee's vacation will be scheduled and taken in accordance with Article 13.02 and 13.03 of this Agreement.

ARTICLE 23 – TEMPORARY, CASUAL AND SEASONAL EMPLOYEES

- 23.01 The following provisions of this Agreement apply to Temporary, Casual and Seasonal Employees, being:

	Preamble
Article 1	Interpretation and Extent
Article 2	Definitions
Article 3	Recognition
Article 4	Union and Member Security
Article 5	Management Rights
Article 6	Non-Discrimination
Article 7	Union Activity on Employer Premises
Article 8	Union Representation
Article 9	No Strikes and Lockouts
Article 10	Grievance Procedure
Article 11	Hours of Work and Overtime
Article 12	General Holidays
Article 14	Wages & Payment
Article 16	Probationary Employees
Article 21	Medical Examinations
Article 24	General
Article 25	Duration of Agreement
Appendix	A

- 23.02 The other provisions of this Agreement do not apply to Temporary, Casual and Seasonal Employees unless specifically stated in this Article.
- 23.03 A Temporary, Casual or Seasonal Employee shall be eligible to be paid for the General Holidays recognised by the Employer in Article 12.01, in accordance with the *Employment Standards Code*.
- 23.04 Temporary, Casual and Seasonal Employees shall receive vacation pay of four percent (4%) of gross wages each payroll from day one. After five (5) consecutive years of employment, they will be entitled to six percent (6%) of gross wages for vacation pay. These Employees will be entitled to two (2) weeks of unpaid vacation after one (1) year of service and three (3) weeks of unpaid vacation after five (5) years of service in accordance with the *Alberta Employment Standards Code*.
- 23.05 The termination of a Temporary, Casual or Seasonal Employee's employment shall not be subject in any manner to the grievance or arbitration procedure, all other matters covered by this Agreement are subject to the grievance and arbitration procedure in Article 10.

ARTICLE 24 – GENERAL

- 24.01 All Employees shall ensure, as a condition of their continued employment with the Employer, that they are, and remain at all times in full compliance with all requirements of the *Alberta Security Services and Investigators Act* and Regulations thereto, as amended from time to time (hereinafter collectively referred to as the Act in this Article).
- 24.02 An Employee who fails to adhere to the Individual License requirements of the Act shall be suspended without pay or benefits until such time as they are determined by the Registrar of the Act to be in compliance. Should the Registrar refuse to issue a license or refuse to renew a license to an Employee, their employment with the Employer shall terminate and there shall be no right of grievance beyond Step 2 of Article 10 of this Agreement.
- 24.03 Within ten (10) days of ratification of this Agreement, the Employer and the Union shall designate a person or persons and all correspondence between the Parties arising out of the Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include name(s), title(s), address(es), and telephone and fax number(s).

ARTICLE 25 – DURATION OF AGREEMENT

- 25.01 This Agreement shall be in force and effect from January 1, 2026 to December 31, 2028 and from year to year thereafter, except as hereunder provided.
- 25.02 Either Party wishing to amend this Agreement shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120)

days prior to December 31, 2028, unless there is a mutual agreement between the Parties to start earlier.

25.03 Changes to this Agreement may be made by mutual agreement between the Parties during the term of this Agreement, provided that such changes are properly reduced to writing, ratified and executed by authorized representatives of the Parties to this Agreement.

ARTICLE 26 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

26.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for reasonable cause. In cases of suspension or dismissal, proof of reasonable cause will rest with the Employer.

26.02 Representation

An Employee who is called to a meeting by Management for the purpose of receiving disciplinary action, a disciplinary suspension, investigations, or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative.

26.03 Adverse Report

The Employer will notify an Employee in writing of any expression of dissatisfaction concerning their performance within fifteen (15) working days of the event or complaint which may lead to discipline with copies to the Union. This notice will include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction will not become part of their record for use against them regarding discharge, discipline, promotion, demotion, or other related matters. This Article will be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer whether it relates to their work. The Employee's reply to such complaint, accusation, or expression of dissatisfaction will become part of the Employee's record.

26.04 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purpose of ensuring the security of Employer assets and Employee safety. Surveillance equipment will not be used for the purpose of monitoring Employees in the workplace.

26.05 Disciplinary Notations

Where an Employee has not received a disciplinary notation for a period of twenty-four (24) months, any disciplinary notation(s) recorded on the Employee's Corporate

Personnel File shall be null and void unless its retention is required by law. If the Employee requests the removal of a disciplinary notation(s) after such twenty-four (24) month period, the disciplinary notation shall be removed from the Employee's Corporate Personnel File.

26.06 Access to Personnel File

An Employee, with no less than two (2) working days' notice, shall have the right during normal business hours of the Administration Office to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the requested document(s) if requested. An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

ARTICLE 27 – CLASSIFICATION AND RECLASSIFICATION

- 27.01 The Employer agrees to provide to the Union position descriptions that reflect the current positions. When the Employer creates a new position or substantially modifies a current position description within the bargaining unit, it shall establish the rate of pay and then give notice to the Union.
- 27.02 If the Union objects to the rate of pay for the new or substantially modified position within thirty (30) days of receiving written notice, it shall be subject to negotiation between the Employer and the Union.
- 27.03 If the Parties are unable to agree on a rate of pay for the position in question, such dispute shall then proceed to Arbitration in accordance with procedures outlined under the Grievance Procedure. The new rate shall be retroactive to the time the position was first filled by the Employee.

ARTICLE 28 – COMMITTEES

28.01 Labour Management Committee

A Labour-Management Committee shall be established. The Committee shall consist of up to two (2) people from each party (excluding the CUPE National Representative who shall have a voice but not a vote). The Committee shall meet at least once every six (6) months or at the request of either party. The Employer will endeavour to hold the meetings during the participants' hours of work and time off to attend such meetings shall be with pay.

28.02 Joint Occupational Health and Safety Committee

- (a) A Joint Occupational Health and Safety Committee (JOHSC) will be established according to the *Alberta Occupational Health and Safety Act, Code and Regulation*. Union representation on the Committee will be selected by members. Selected members will have the option to receive training within the first twelve

(12) months of appointment, to be a certified member as defined *under Alberta Occupational Health and Safety Act*.

- (b) The Parties recognise that occupational health and safety is a shared concern. The Parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions.
- (c) Time spent in such meetings, training or performing tasks in accordance with the JOHSC is to be considered time worked and will be paid accordingly.

ARTICLE 29 – ALLOWANCES

29.01 Upon proof of payment, the Employer shall reimburse an Employee for the cost of obtaining an Individual License Renewal as well as any required police check in accordance with the Security Services and Investigators Act.

- Permanent Full-Time and Permanent Part-Time Employees: 100% coverage of the cost
- Seasonal, Casual and Temporary Employees 50%: coverage of the cost

29.02 Employees are required to accept responsibility for uniforms issued to them and will be required to pay the replacement cost of items which are determined to be lost, damaged or broken due to misuse or through negligence. Employees shall not be billed for normal clothing wear and tear as may occur in the workplace.

29.03 Boot Allowance

- (a) Upon submission of acceptable receipts, the Employer shall provide an annual footwear allowance as follows:
 - Permanent Full-Time and Permanent Part-Time Employees: Two hundred dollars (\$200.00 CAD) per calendar year
 - All Other Employees: One hundred dollars (\$100.00 CAD) per calendar year
- (b) Eligibility Period: The allowance applies only to footwear purchases made within the calendar year in which the allowance is issued. Unused allowance amounts shall not be carried forward to any subsequent year.
- (c) Reimbursement Process: Employees are responsible for submitting all required documentation, including original receipt(s), in a form satisfactory to the Employer.

29.04 Upon termination of employment, Employees must return all uniforms, tools and equipment furnished by the Employer. Failing to do so will result in the Employee being invoiced for the outstanding items.

29.05 The Employer agrees to provide uniforms to all Permanent Full-Time and Permanent Part-Time Employees consisting of four (4) shirts, two (2) pairs of pants, one (1) sweater and one (1) all-weather coat. The Employer agrees to provide uniforms to all Temporary, Casual and Seasonal Employees consisting of two (2) shirts, one (1) pair of pants, one (1) sweater and one (1) all-weather coat.

May 13, 2026

Date signed: _____

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 37**

**SIGNED ON BEHALF OF THE
HERITAGE PARK SOCIETY**

Matthew Sjogren

Matthew Sjogren (May 12, 2026 18:42:55 MDT)

**Matthew Sjogren
President**

Janelle Loughlin

Janelle Loughlin (May 12, 2026 14:03:27 MDT)

**Saniyah Chaudhry
Vice President of People & Culture**

J. Horrocks

Jonathan Horrocks (May 12, 2026 19:21:46 MDT)

**Jonathan Horrocks
Steward**

Lindsey Galloway

Lindsey Galloway (May 12, 2026 15:50:01 MDT)

**Lindsey Galloway
President & CEO**

Jacqueline Roe

Jacqueline Roe (May 13, 2026 20:11:55 MDT)

**Jacqueline Roe
CUPE National Representative**

APPENDIX “A” – RATES OF PAY

The rates of pay shall be as follows:

	Position	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028
Permanent Full-Time Permanent Part-Time	Security Coordinator	\$27.00	\$28.89	\$29.76
Permanent Full-Time Permanent Part-Time	Security Team Lead	\$26.50	\$28.36	\$28.92
Permanent Full-Time, Permanent Part-Time	Security Guard	\$22.00	\$25.00	\$27.00
Temporary, Seasonal, Casual	Casual	\$20.40	\$22.00	\$23.00

6 months	1040 hours
12 months	2080 hours
24 months	4160 hours

* Shift commitments are required to be honoured. More than two (2) No-shows without prior notification and explanation acceptable to the Employer in any three (3) months period will result in loss of employment. This pertains to all categories of Employees (Temporary, and Casual).

LETTER OF UNDERSTANDING

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37
(Hereinafter referred to as “**CUPE Local 37**” or the “**Union**”)

and

HERITAGE PARK SOCIETY
(Hereinafter referred to as “**Heritage Park**” or the “**Employer**”)

(Together referred to as the “**Parties**”)

Re: Contracting In/Out

- (1) The Parties agree that the Employer may contract out or in the work performed by the bargaining unit during the term of this Agreement, provided:
 - (a) The work is contracted out or in to a bona fide security company;
 - (b) There is a cost savings or reduction in criminal or civil liability to the Employer; and
 - (c) The Employer gives the Union thirty (30) days’ notice in advance of contracting in or out.
- (2) Should the Employer contract in or out the bargaining unit work, the Employer shall provide Employees with termination notice or pay, or any combination thereof, in accordance with the requirements of the *Employment Standards Code*. Upon such notice or payment, Employees shall have no further claim, complaint or grievance against the Employer for the termination of their employment.
- (3) Notwithstanding Article 2, the Union may file a grievance in accordance with Article 10 of the Collective Agreement if the Employer does not comply with Article 1 of this Letter of Understanding.

May 12, 2026

Date signed: _____

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

Matthew Sjogren

[Matthew Sjogren \(May 12, 2026 10:42:55 MDT\)](#)

Matthew Sjogren
President

J. Horrocks

[Jonathan Horrocks \(May 12, 2026 19:21:46 MDT\)](#)

Jonathan Horrocks
Steward

SIGNED ON BEHALF OF THE HERITAGE PARK SOCIETY

Janelle Loughlin

[Janelle Loughlin \(May 12, 2026 14:03:27 MDT\)](#)

Saniyah Chaudhry
Vice President of People & Culture

Lindsey Galloway

[Lindsey Galloway \(May 12, 2026 15:50:01 MDT\)](#)

Lindsey Galloway
President & CEO

LETTER OF UNDERSTANDING

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37
(Hereinafter referred to as “**CUPE Local 37**” or the “**Union**”)

and

HERITAGE PARK SOCIETY
(Hereinafter referred to as “**Heritage Park**” or the “**Employer**”)

(Together referred to as the “**Parties**”)

Re: Security Coordinator Position Review

Whereas the Alberta Labour Relations Board Certificate #244-2009 identifies CUPE Local 37 as the sole bargaining unit for “All Security Personnel” of the Heritage Park Society, and,

Whereas the Employer and the Union are committed to maintaining the existing positive relationship between the Parties, and,

Whereas the Employer has proposed a restructuring of the Security department to create a new position entitled “Security Team Lead”, and,

Whereas the Employer has proposed the duties of “Security Coordinator” be reallocated within the workplace as part of this restructuring.

Therefore, the Parties agree to the following:

1. To meet before December 31, 2026 and address the scope of the work which fell within the duties and responsibilities of the Security Coordinators upon issuance of the above-noted ALRB certificate.
2. To determine the extent of duties and responsibilities transferred outside of the bargaining unit.

Should the Parties be unable to agree to the quantity scope of work transferred to exempt staff, the Parties agree to seek a determination from the Alberta Labour Relations Board.

May 12, 2026

Date signed: _____

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL 37**

Matthew Sjogren

Matthew Sjogren (May 12, 2026 13:42:55 MDT)

**Matthew Sjogren
President**

J. Horrocks

Jonathan Horrocks (May 12, 2026 19:21:46 MDT)

**Jonathan Horrocks
Steward**

**SIGNED ON BEHALF OF THE
HERITAGE PARK SOCIETY**

Janelle Loughlin

Janelle Loughlin (May 12, 2026 14:03:27 MDT)

**Saniyah Chaudhry
Vice President of People & Culture**

Lindsey Galloway

Lindsey Galloway (May 12, 2026 15:50:01 MDT)

**Lindsey Galloway
President & CEO**

LETTER OF UNDERSTANDING

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37
(Hereinafter referred to as “**CUPE Local 37**” or the “**Union**”)

and

HERITAGE PARK SOCIETY
(Hereinafter referred to as “**Heritage Park**” or the “**Employer**”)

(Together referred to as the “**Parties**”)

Re: Wages for Casual Employees at the Highest Rate

Whereas the Alberta Labour Relations Board Certificate #244-2009 identifies CUPE Local 37 as the sole bargaining unit for “All security personnel” of the Heritage Park Society, and,

Whereas the Employer and the Union are committed to maintaining the existing positive relationship between the Parties, and,

Whereas the Employer seeks to restructure the roles within the bargaining unit, and,

Whereas the Parties wish to honour the long service of Employees within the Casual role within the bargaining unit.

Therefore, the Parties agree to the following:

1. To increase the compensation of those Casual Employees currently earning the highest rate for Security Guards as noted in the January 1, 2023 to December 31, 2025 Collective Agreement between the Parties from \$20.40 per hour to \$22.00 per hour.
2. These individuals’ wages shall be red circled until such time as the wages for Casual Employees catch up to the red circled amount of \$22.00 per hour.
3. At such time, the Employees’ wages shall align with the Casual rate but shall not be less than \$22.00/hour.

This Letter of Understanding shall remain in effect for each individual until such time as their wages catch up or they leave the employ of the Employer.

May 12, 2026

Date signed: _____

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

Matthew Sjogren

[Matthew Sjogren \(May 12, 2026 18:42:55 MDT\)](#)

**Matthew Sjogren
President**

J. Horrocks

[Jonathan Horrocks \(May 12, 2026 19:21:46 MDT\)](#)

**Jonathan Horrocks
Steward**

SIGNED ON BEHALF OF THE HERITAGE PARK SOCIETY

Janelle Loughlin

[Janelle Loughlin \(May 12, 2026 14:03:27 MDT\)](#)

**Saniyah Chaudhry
Vice President of People & Culture**

Lindsey Galloway

[Lindsey Galloway \(May 12, 2026 15:50:01 MDT\)](#)

**Lindsey Galloway
President & CEO**