

Collective Agreement

between

The Salvation Army Addictions & Residential Centre



and

Canadian Union of Public Employees Local 474



Expiry: March 31, 2016



jb/Canadian Office & Professional Employees
Local 491

This Collective agreement is a joint publication between
CUPE Local 474

and

The Salvation Army
Addictions and Residential Centre

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Union, to provide an amicable and equitable method of settling grievances or differences which might arise, to maintain mutually satisfactory working conditions, hours of work, and wages, for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Employer and the Union.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - DEFINITIONS

2.01 In this Agreement, unless the context otherwise requires, the expression:

- (a) **“Employee”** means a person who is employed by the Employer within the scope of this Agreement and the Union’s certification:
- (i) **“Regular Employee”** is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
“Full-time employee” means a regular employee who is regularly scheduled and works the full-time hours of work as specified in Article 12.
“Part-time employee” means a regular employee who performs less than full-time hours of work as specified in Article 12 and is regularly scheduled.
- (ii) **“Casual employee”** is a person who:
- (a) works on a call-in or ad hoc basis and is not regularly scheduled; or
- (b) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (c) relieves for an absence the duration of which is three (3) months or less.
- Casual Employees do not have a continuing employment relationship with the Employer.
- (iii) **“Temporary employee”** is an employee who is hired on a temporary basis for a full-time or part-time position:
- (a) for a specific job of more than three (3) months but less than twelve (12) months.

After 12 months the Temporary Employee is automatically deemed a Regular Employee and shall immediately qualify for the Employee benefit plan; or

- (b) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (c) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

(iv) **“Volunteers”**

- (a) the parties agree that in the relationship of a volunteer, no bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer a loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit. The extent and use of a volunteer shall be subject to mutual agreement between the Employer and Union. Such agreement shall not be unreasonably denied.
- (b) the use of any agreed volunteer will be provided training required to adequately volunteer in a union environment of the employer.

2.02 **“Steward”** means an employee appointed or elected by the Union who is authorized to represent the Union in the handling of grievances or matters pertaining to this Agreement.

2.03 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context so admits or requires and the converse shall hold as applicable.

2.04 **Basic Rate of Pay** shall be defined as the hourly rate of pay allocated to an employee in accordance with Appendix ‘A’ – Wages.

2.05 The following articles shall not apply to temporary employees: Article 17: Layoff and Recall, Article 25: Sick Leave, Article 26: Leaves of Absence, Article 30: Employee Benefit Plans.

2.06 The following articles shall not apply to casual employees: Article 10: Probation, Article 12.06: Posting of Schedules, Article 13.03: On-call Premium, Article 13.04: Call-Back, Article 13.05: Transportation Rate, Article 17: Layoff and Recall, Article 20: Discipline and Dismissal, Article 25: Sick Leave, Article 26: Leaves of Absence, Article 30: Employee Benefit Plans.

- 2.07 “**Shift**” is defined as a daily tour of duties within the employee’s regularly scheduled hours of work as specified in Article 12 inclusive of paid and unpaid rest and meal periods.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement as listed in Schedule “A” and covered under Certificate No. 231-2005 and dated November 15, 2005 except that the parties agree that the following positions are not within the scope of the bargaining unit: Director of Operations, Director of Finance, Director of Programs, Central Services Manager, Assistant Manager Environmental, Assistant Manager Maintenance, Assistant Manager Residential Program, Assistant Manager Food Services, Human Resources Manager, Executive Director, Assistant Executive Director, Supportive Residence Manager, Anchorage Program Director, Environmental Services Manager, Keystone Manager, Cornerstone Manager, Food Services Manager, CSO Manager, Anchorage Program Manager, Residential Services Manager, Director of Business, Director of Chaplaincy, Chaplain, Executive Assistant to the Executive Director, Administrative Assistant to the Human Resources Manager and Officers of The Salvation Army.
- 3.02 No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Employer except as provided in this Agreement.
- 3.03 Except as provided in this Agreement, Union business shall not take place during an employee’s working hours and/ or on the Employer’s premises without the prior permission of the Employer.
- 3.04 The Union 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 with the Employer. With the prior approval of the Employer such representative(s)/advisor(s) shall have access to the Employer’s premises. The operations of the Employer shall not be interfered with by the representative while on the Employer’s premises.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Management reserves all rights not specifically restricted by this Collective Agreement.

If an Administrative Assistant is hired solely for the Human Resources Manager that position shall be out of scope.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Union and the Employer agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, physical disability, mental disability, nor by reason of his membership or activity in the Union or any other reason.

ARTICLE 6 – UNION SECURITY AND ORIENTATION

6.01 Membership in the Union shall be voluntary on the part of each employee. Each employee who comes under the scope of this Agreement shall have an agreed upon amount deducted by the Employer from each pay, whether that employee is a member of the Union or not. Union dues shall be paid bi-monthly, through a direct bank deposit to the Union's designated bank account and a check-off list shall be forwarded to the Secretary-Treasurer of the Union providing:

- (a) an up to date list of the names of employees from who deductions have been made and the amount of such deductions;
- (b) full time equivalency rating;
- (c) classification;
- (d) an up-to-date address and telephone number of each employee;

6.02 The Union shall notify the Employer in writing of any changes in the amount of dues thirty days (30) days prior to the end of the pay period in which the deductions are to be made.

6.03 The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

6.04 The Union agrees to indemnify and save the Employer harmless against any claim or action taken by an individual employee arising out of the application of this Article.

6.05 The Union shall notify the Executive Director in writing of the name of its officers and stewards and the Employer shall be required to recognize only these officers and stewards of whom it has notice.

6.06 A Representative of the Union shall be given an opportunity to meet with each new employee or group of employees within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the

purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. The Employer may schedule a time during the general orientation session for new employees for the Union to conduct its orientation.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the Union and the Employer arising out of this agreement shall pass to and from the Executive Director or designate and the Recording Secretary of the Union or designate (to the address provided by the Union) and a copy to the President.
- 7.02 The Union shall ensure that an updated list of their respective officers and other representatives are submitted to the Executive Director or designate.
- 7.03 The Union shall be notified in writing on a bi-weekly basis of the following information: job postings, temporary assignments and any extensions to temporary assignments exceeding thirty (30) calendar days, acting appointments, extensions to trial periods, hirings, promotions, demotions, transfers, changes to FTE's, layoffs, recalls, extended leaves of absence, resignations, suspensions, terminations, retirements and deaths. In the case of terminations, the reasons for the action will be included in the notification.

ARTICLE 8 – EMPLOYEE – MANAGEMENT ADVISORY COMMITTEE

- 8.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee consisting of a maximum of six (6) persons, with equal representation from the Parties.
- 8.02 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 8.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 8.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 8.05 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

8.06 EMAC shall meet at a mutually acceptable hour and date, no less than four (4) times each year. The Chairpersons may mutually call a special meeting to deal with urgent matters.

8.07 Time spent in meetings of this Committee shall be without loss of pay.

ARTICLE 9 – OCCUPATIONAL HEALTH AND SAFETY

9.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention in accordance with the Occupational Health and Safety Act.

9.02 An Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee.

9.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.

9.04 An employee's rights shall be respected in accordance with The Occupational Health and Safety Code.

ARTICLE 10 – PROBATION

10.01 Dismissal

A newly hired regular employee shall serve a probation period. Such employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probation period without notice and without recourse to the grievance and arbitration process.

10.02 Feedback on Progress

An employee will be kept advised of progress during the probation period.

10.03 Length of Probation Period

(a) The probation period for a full-time or part-time employee shall be three (3) months from the date the employee was newly hired.

(b) The probation period may be extended by an additional month by mutual agreement in writing between the Employer and the Union.

(c) Upon completion of a successful probation, notification shall be provided to the employee and the union.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

11.01 The Employer shall pay wages as set out in Schedule "A" (Salary Schedule) of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions as per minimum Employment Standards.

Wages are paid biweekly by direct deposit. Should the payroll schedule change, the Union and employees will be provided with at least ninety (90) days notice in advance.

Employer wage errors greater than five (5) hours must be resolved within five (5) business days.

11.02 Deductions

The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, this Agreement, by the employee, where such deduction pertains to a benefit plan which is a condition of employment, or to correct a previously issued cheque.

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

11.03 Basic Hourly Rate of Pay

- (a) The basic rates of pay for each classification shall be expressed in hourly terms in the Salary Schedule which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- (b) An employee shall be entitled to a step increment upon completion of two thousand and eighty (2080) paid hours, exclusive of overtime.
- (c) In the event the Employer temporarily assigns an employee to a lower paid classification in the absence of another employee, the employee shall retain her/his current basic hourly rate of pay.

- (d) In the event the Employer directs an employee in writing to assume the responsibilities of a higher paid classification in the absence of another employee, the employee shall be paid the rate of pay established for the higher paid position.

11.04 Wage Rate Protected

If in the event of reorganization, recall, elimination of positions or classifications an employee is assigned to a lower paid position or classification the employee, while employed in such position, shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay, at which time they will then receive the basic rate of pay for the classification to which the position is allocated.

11.05 Recognition of Experience

When an employee has job specific experience that is assessed to be relevant and satisfactory to the Employer, an employee's starting salary may be adjusted to recognize the previous experience. Upon providing satisfactory proof of experience, an employee will be advanced to the appropriate step effective the date of submission of proof.

ARTICLE 12 - HOURS OF WORK

12.01 Hours of Work – Full-time Employees

Full-time employees shall work one of the following shift patterns:

- (a) **Eight hour shifts**
 - (i) Scheduled shifts consisting of eight (8) paid hours, inclusive of two (2) paid rest periods of fifteen minutes and one (1) unpaid meal period of at least one-half (1/2) hour, as scheduled by the Employer. The fifteen (15) minute rest period shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.
 - (ii) Forty (40) hours of work per week averaged over a two (2) week shift cycle.
 - (iii) Scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over a two (2) week shift cycle. The Employer will make best efforts to ensure an employee receives two consecutive days off.
 - (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
 - (v) No split shifts, unless agreed by the Employer and the Employee.

(b) **Ten hour shifts**

- (i) Scheduled shifts consisting of ten (10) paid hours, inclusive of two (2) paid rest periods of fifteen minutes and two (2) unpaid meal periods of at least one-half (1/2) hour, as scheduled by the Employer. The fifteen (15) minute rest period shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.
- (ii) A maximum of forty (40) hours of work per week averaged over a two (2) week shift cycle.
- (iii) Scheduled to work in a manner where the ratio of work days to non-work days does not exceed 4:3 averaged over a two (2) week shift cycle. An employee receives two consecutive days off, unless otherwise agreed by the Employer and Employee.
- (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
- (v) No split shifts, unless agreed by the Employer and the Employee.

(c) **Eleven hour shifts**

- (i) Scheduled shifts consisting of eleven (11) paid hours, inclusive of two (2) paid rest periods of fifteen minutes and two (2) unpaid meal periods of at least one-half (1/2) hour, as scheduled by the Employer. The fifteen (15) minute rest period shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.
- (ii) Forty-two (42) hours of work per week averaged over a two (2) week shift cycle.
- (iii) Scheduled to work in a manner where the ratio of work days to non-work days does not exceed 4:3 averaged over a two (2) week shift cycle. The Employer will make best efforts to ensure an employee receives two consecutive days off.
- (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
- (v) No split shifts, unless agreed by the Employer and the Employee.

(d) **Twelve hour shifts**

- (i) Scheduled shifts consisting of twelve (12) paid hours, inclusive of two (2) paid rest periods of fifteen minutes and two (2) unpaid meal periods of at least one-half (1/2) hour, as scheduled by the Employer. The fifteen (15) minute rest period shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.
- (ii) Forty-four (44) hours of work per week averaged over a two (2) week shift cycle.

- (iii) Scheduled to work in a manner where the ratio of work days to non-work days does not exceed 3:4 averaged over a two (2) week shift cycle. The Employer will make best efforts to ensure an employee receives consecutive days off.
- (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
- (v) No split shifts, unless agreed by the Employer and the Employee.
- (vi) An employee required by the Employer to remain on site during meal periods shall be paid for the meal period at the basic hourly rate of pay.

12.02 Hours of Work – Part-time Employees

Part-time employees may work up to the hours of work for a full-time employee. A part-time employee shall work one of the following shift patterns:

(a) Eight hour shifts

- (i) Scheduled shifts of up to eight (8) paid hours. A scheduled shift of five (5) or more consecutive hours of work shall include an unpaid lunch period of at least one-half hour and one paid rest period of fifteen (15) minutes, as scheduled by the Employer. The fifteen (15) minute rest period shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.
- (ii) Up to forty (40) hours of work per week averaged over a two (2) week shift cycle.
- (iii) Scheduled for shifts on not more than seven (7) consecutive days.
- (iv) No split shifts, unless agreed by the Employer and the Employee.
- (v) Scheduled for shifts on not more than seven (7) consecutive days.

(b) Ten hour shifts

- (i) Scheduled shifts consisting of up to ten (10) paid hours. A scheduled shift of five (5) or more consecutive hours of work shall include an unpaid lunch period of at least one-half hour and one paid rest period of fifteen (15) minutes for each five (5) hours of scheduled work, as scheduled by the Employer.
- (ii) Up to forty (40) hours of work per week averaged over a two (2) week shift cycle.
- (iii) Scheduled for shifts on not more than five (5) consecutive days, averaged over a complete cycle of shifts.
- (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
- (v) No split shifts, unless agreed by the Employer and the Employee.

(c) **Eleven hour shifts**

- (i) Scheduled shifts consisting of up to eleven (11) paid hours. A scheduled shift of five (5) or more consecutive hours of work shall include an unpaid lunch period of at least one-half hour and one paid rest period of fifteen (15) minutes for each five (5) hours of scheduled work, as scheduled by the Employer.
- (ii) Up to forty-two (42) hours of work per week averaged over a two (2) week shift cycle.
- (iii) Scheduled for shifts on not more than four (4) consecutive days, averaged over a complete cycle of shifts.
- (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
- (v) No split shifts, unless agreed by the Employer and the Employee.

(d) **Twelve hour shifts**

- (i) Scheduled shifts consisting of up to twelve (12) paid hours. A scheduled shift of five (5) or more consecutive hours of work shall include an unpaid lunch period of at least one-half hour and one paid rest period of fifteen (15) minutes for each five (5) hours of scheduled work, as scheduled by the Employer.
- (ii) Up to forty-four (44) hours of work per week averaged over a two (2) week shift cycle.
- (iii) Scheduled for shifts on not more than three (3) consecutive days, averaged over a complete cycle of shifts.
- (iv) At least 10 hours off between scheduled shifts, unless agreed by the Employer and the Employee.
- (v) No split shifts, unless agreed by the Employer and the Employee.

(e) **Additional Hours of Work**

- (i) **Voluntary Additional Hours of Work**
Regular Part-time Employees who wish to be considered for additional hours of work shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed among the available Regular Part-time Employees and Casual Employees who have requested additional hours of work on a fair rotational basis.

Additional hours of work shall not exceed the full-time equivalent regularly scheduled hours of the employee's classification and shall be paid at the basic rate of pay.

12.03 Amending the Work Schedules

Any variation to the shift patterns as specified in 12.01 and 12.02 shall be with the mutual consent of the parties to this Agreement.

This Article shall not prevent the parties from mutually agreeing to amend hours of work or schedules temporarily during the term of this collective agreement.

12.04 Staff Meetings

- (a) Employees required to attend staff meetings during their regularly scheduled hours of work shall attend the meetings without loss of pay.
- (b) Employees required to attend staff meetings on their days off shall be paid at the basic hourly rate of pay for the time in attendance or three hours at minimum wage, whichever is greater. The employee will not be required to remain at the worksite beyond the meeting time if the employee reports to the meeting on their scheduled day off.

12.05 Minimum Hours of Work

Employees shall be provided a minimum of three (3) hours of pay at the basic rate of pay when:

- (a) Reporting for a regular shift and the employee is sent home;
- (b) Required to report to work.

12.06 Posting of Schedules

Work schedules shall be established by the Employer and shall be posted in each department, twenty-eight (28) calendar days in advance. They shall show the days scheduled to be worked, the shifts to be worked on those days and the days scheduled to be off duty.

- (a) When a change is made, by the Employer in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Regular Employee shall be paid at one and one-half times (1 ½X) the basic rate of pay for all hours worked on the first (1st) shift of the changed schedule.
- (b) Where mutually agreed between the Employer and the Employee, a change to off-duty days may be made without seven (7) calendar days notice and the overtime premium will be waived.

12.07 Time Change

- (a) When time is converted to Mountain Standard Time in accordance with the Daylight Savings Time Act regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (b) When time is converted to Day Light Savings Time in accordance with the Day Light Savings Time Act the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

ARTICLE 13 – PREMIUMS, TRANSPORTATION RATE, ON-CALL AND CALL-BACK

13.01 Overtime Premium

Overtime must be authorized in advance by the Employer. Overtime shall mean all hours worked in excess of the weekly or daily regularly scheduled hours of work allocated to the employee, averaged over a complete shift cycle.

Overtime shall be paid at one and one-half (1½) times the hourly rate.

Except by mutual agreement between the employee and the Employer, overtime hours worked shall be banked or paid out at the applicable overtime rate.

13.02 Night Shift Premium

A shift premium of one dollar and seventy-five cents (\$1.75) per hour will be paid to an Employee for each hour worked between twenty three hundred (2300) hours and seven hundred (0700) hours.

13.03 On-Call Premium

- (a) On-Call duty shall mean any period during which a Regular Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work
- (b) In recognition for time spent on call, an employee shall be provided with one (1) day off with pay every three (3) months.

13.04 Weekend Premium

Employees shall, in addition to shift premium, receive a weekend premium of fifty cents (\$0.50) per hour for each hour actually worked between seventeen hundred (1700) hours on Friday and zero seven hundred (0700) hours on Monday, provided that greater than one (1) hour is worked between those hours. Notwithstanding the above, for Employees working a shift that concludes between seventeen hundred

(1700) and twenty-one hundred (2100) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

An Employee shall be eligible to receive both shift differential and weekend premium.

13.05 Call-Back

A regular full-time Employee who is called back and required to return to work outside of their regular hours shall be paid a minimum of three (3) hours at the basic rate of pay.

13.06 Transportation Rate

An Employee who is called back to work shall be reimbursed for reasonable, necessary and substantiated transportation expense and if the Employee travels for such purpose by private automobile, reimbursement shall be forty cents (\$0.40) per kilometer or the Employer's policy, whichever is greater from the Employee's residence to the Employer's facility and return. A regular part-time employee will not be paid transportation allowance when reporting for additional hours of work pursuant to Article 12.02(e) (i).

ARTICLE 14 – SENIORITY

14.01 Seniority shall be defined as the total accumulated service based on actual hours worked, vacation days, and any earned Bonus Days (24.10), from the last date of hire.

Seniority shall apply to regular employees. When a casual or temporary employee achieves a regular position, seniority shall accrue based on actual hours worked, vacation days, and any earned Bonus Days (24.10) from the employee's date of hire as a casual or temporary employee provided there has not been a break in service of ninety (90) consecutive days or more and provided the break in employment was not due to maternity leave, injury, or illness.

Overtime, Statutory Holidays taken, or any time away from work on a Leave of Absence shall not be counted toward the accrual of seniority hours. Where an employee is on a Leave of Absence of any kind, they shall not accrue or accumulate any hours toward Seniority, as these are not actual hours worked.

14.02 An employee's employment and seniority will terminate when the employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) fails to respond to a recall notice in accordance with Article 17;
- (d) is laid off for more than twelve (12) months;
- (e) fails to report for work as scheduled at the end of a leave of absence, suspension, or vacation without a reasonable explanation.

14.03 An up to date seniority list shall be sent to the Union in January, June and September of each year and when any regular employee is served notice of layoff and such list shall indicate each employee's classification.

ARTICLE 15 – POSTINGS AND JOB OPPORTUNITIES

15.01 When a regular position becomes vacant, or there is a newly created regular position, such positions shall be posted on the employee bulletin board for ten (10) calendar days.

15.02 Interested Employees shall apply in writing for the vacant position or the newly created position.

15.03 Qualifications for the position shall be consistent with the responsibilities specified in the job description. Job descriptions are to be provided in writing to all Employees for the position they are hired for.

Job description forms are to be read and signed by the Employer and the Employee.

Notice is to be issued to the Employees and the Union upon any amendments to job descriptions for all positions within the bargaining unit.

15.04 When making appointments, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes as determined by the Employer, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor. Equivalencies will be considered.

15.05 Postings

The posting shall state the classification, average hours per week, responsibilities, qualifications, location, and basic rate of pay and to whom application shall be submitted.

15.06 Trial Period

The successful applicant for a job posting will be placed on a trial period for a period of three (3) months worked. The applicant will become permanent in the position after the trial period unless she/he requests to return to her/his former position, or the Employer determines she/he is not suitable for the position. In such instances, the employee shall be returned to her/his former position and wages without loss of seniority. Any other employee promoted or transferred as a result will also be returned to her/his former position and wages without loss of seniority.

15.07 A temporary position greater than three (3) months in duration shall be posted. In the event a regular employee achieves the temporary position, the employee's status shall not be altered. The regular employee shall revert back to their former position upon expiry of the temporary position.

15.08 When an employee is appointed to a position in a classification with a higher end rate than his or her present classification, he or she shall be placed on the pay step that provides him or her with an increase in her basic rate of pay, regardless of years of service.

15.09 When an employee is appointed to a position in a classification with a lower end rate than his or her present classification, he or she shall be placed on the pay step that is closest to his or her current basic rate of pay, regardless of years of service.

15.10 When an employee is required to temporarily act in the capacity of an out of scope position, they shall be compensated at one dollar (\$1.00) per hour over their normal hourly rate of pay for time worked in an out of scope capacity.

ARTICLE 16 – TRAINING AND STAFF DEVELOPMENT

16.01 First Aid and Medication Training

The Employer will provide medication distribution, CPR, universal precautions, and basic first aid training without loss of wages or cost to the employee. The Employer will identify those employees requiring medication distribution, CPR, universal precautions and first aid training.

16.02 WHMIS Training

The Employer will provide approved instruction, certification and re-certification in WHMIS at no cost or loss of wages to the employee. The Employer and the Union will identify those employees requiring instruction, certification and re-certification in WHMIS.

16.03 General

- (a) All training and instruction pursuant to this Article shall be provided during the employee's hours of work. In the event training/instruction cannot be provided during the employee's hours of work, the Employer shall pay for all hours attended in training and/or instruction at the employee's basic rate of pay. Alternatively, by mutual agreement, an employee may bank lieu time at straight time.
- (b) The Employer shall provide training under this Article within the City of Edmonton.
- (c) All training requiring certification to be provided by a certified instructor including renewals/recertification where required; updating of training (non-certified) as new information is supplied; and ensuring new Employees receive all required training under their job descriptions within their probationary period.

ARTICLE 17 – LAYOFF AND RECALL

17.01 Layoff and Recall Notice

When, in the opinion of the Employer, it becomes necessary to reduce the workforce, the Employer shall notify an Employee who is to be laid off, in writing, at least twenty-one (21) calendar days prior to the date of the layoff (or provide payment of wages in lieu of notice), except that the twenty-one (21) calendar days notice shall not apply where layoff results from an act of god, fire or flood.

In determining the order of layoff, the Employer shall lay off in reverse order of seniority by classification. In all instances, layoff is subject to the remaining Employee having the qualifications and ability to perform the work.

17.02 Rights on Layoff

Upon receipt of a layoff notice, an Employee may:

- (a) move into a vacant position for which her or she has the ability to perform the work; or
- (b) if no such vacancy exists, displace the least senior Employee in his or her classification; or
- (c) if no such Employee exists, displace the least senior Employee in another classification from a position for which she has the qualifications or ability to perform the work; or

- (d) if no such Employee exists, accept the layoff.

A laid off employee shall not be required to displace into a position that has a lower FTE. A laid off employee shall not be permitted to displace into a position that has a higher FTE.

17.03 Recall

- (a) Recall shall be in order of seniority provided the employee has the qualifications or ability to do the work. Recall rights shall extend to those permanent employees laid off. Recall shall be to the employee's former full time equivalency (FTE).
- (b) Except when there are no internal applications by permanent employees for posted vacancies, new permanent employees shall not be hired until laid off permanent employees with recall rights have been given the opportunity to be recalled in whole, or in part.

An employee accepting a position having a FTE less than her former position shall maintain her recall rights to a position with the equivalent FTE of her former position.

- (c) Employees with the right of recall shall be notified of all job postings prior to external postings.
- (d) Recall rights and obligations shall expire upon:
 - (i) an employee accepting a permanent position having the equivalent FTE of her former position;
 - (ii) the expiration of 12 months from the date of layoff and the employee has not been recalled in whole or in part to a permanent position;
 - (iii) refusal to accept a recall to her former position;
 - (iv) failure to comply with article 17.03(e).
- (e) Employees on lay-off must keep the Employer informed of their current address and telephone number. Laid off Employees who fail to keep the Employer so informed, or who fail to return to work within fourteen (14) calendar days of receiving notice to report, shall forfeit all recall and seniority rights under this Agreement, except that in the event of a medical or family emergency, the Employee shall be permitted to an additional fourteen (14) calendar days to report to work.

ARTICLE 18 – JOB CLASSIFICATION

18.01 Upon request, the Union or an employee shall be provided with a copy of a current job description for a position.

18.02 Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 8 of the Collective Agreement.

ARTICLE 19 – RESIGNATION

19.01 An employee wishing to resign should provide the Employer with fourteen (14) calendar day's written notice of resignation and specify the last date upon which the employee will be present at work.

ARTICLE 20 – DISMISSAL AND DISCIPLINE

20.01 Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.

20.02 Copies of all disciplinary notices shall be forwarded to the Union. A "disciplinary notice" shall be any written confirmation to an employee of discipline or dismissal.

20.03 An employee shall have the right to have a Shop Steward present at the discussion that may involve discipline or could reasonably result in disciplinary sanction. If the Employee waives his/her right to Union representation, the Employee will provide the Employer with the signed waiver in writing. This waiver shall be made available to the Union upon request.

The Employer shall notify the employee in advance of the nature of the meeting and inform the employee of the right to Union representation.

ARTICLE 21 – PERSONNEL RECORDS

21.01 Upon service of at least one (1) day's written notice an employee shall have the right to view her personnel file, in the presence of the Executive Director or designate; as well as a union representative if so desired. An employee shall be given a copy of the contents of her personnel file upon request.

21.02 An employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request may be granted provided the employee's file does not contain

any further record of disciplinary action, during the eighteen (18) month period, of which the employee is aware. Such request shall not be unreasonably denied.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 Definition of a Grievance

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

22.02 Settling of Disputes and Grievances

- (a) An employee or the Union shall have the right to have the assistance of a C.U.P.E. Representative.
- (b) At all levels of discussion and the grievance procedure:
 - (i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.
 - (ii) a meeting may be arranged by agreement to discuss the problem and exchange information.

22.03 Informal Procedure

When the Union or an employee believe that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement they should first discuss the matter with the employee's immediate supervisor within ten (10) days of when the employee first became aware of, or reasonably should have become aware of, the occurrence.

The employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the employee's immediate supervisor.

The immediate supervisor shall respond to the Union's or employee's concern within ten (10) days of having met with the employee.

If the matter is not resolved through the informal process, the grievance may be rendered in writing, within ten (10) days of receipt of the immediate supervisor's decision/response, and proceed to Step I of the formal grievance procedure specifying the nature of the grievance and the redress sought.

22.04 Formal Grievance Procedure

Step I – Immediate Supervisor

The immediate supervisor, or designate, shall render a decision in writing to the Union within fifteen (15) days of receipt of the grievance.

Step II – Executive Director

If the grievance is not resolved at Step I, the grievance shall, within fifteen (15) days of receipt of the decision of the immediate supervisor, be forwarded in writing by the Union, to the Executive Director, or designate. The Executive Director or designate shall render a decision in writing to the Union within fifteen (15) days of the receipt of the grievance.

Step III – Mediation

After receipt of the decision of the Executive Director, or designate, either party may, within 20 calendar days request that that a mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution. A mediator shall be appointed by mutual agreement between the parties.

The proceedings shall be conducted with a view to settling the dispute and as such, anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.

The fees and expenses of the mediator shall be equally borne by both parties.

The grievance may be resolved by mutual agreement between the parties. The parties shall formalize the resolution in writing which shall be signed by the parties and grievor(s) and the grievance shall be deemed withdrawn and there shall be no further recourse.

If the grievance is not settled at this stage, either party may decide to proceed to arbitration within fifteen (15) days of the end of mediation.

Step IV – Arbitration

- (a) If the grievance is not settled under Step II above, the Union shall within fifteen (15) days of receiving the decision of the Executive Director, at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within fifteen (15) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within fifteen (15) days, appoint a third person who shall be the Chair of the Arbitration Board. In the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint the Chair of the Arbitration Board.

- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chair.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

22.05 Definition of Days

Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Paid Holidays.

22.06 Time Limits

- (a) The time limits specified in the informal procedure and the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- (b) A grievance shall not technically defeated by an exceeding of the time limits provided neither of the parties are prejudiced by the delay and there is reasonable cause for the delay.

22.07 Individual Grievance

An individual grievance is a grievance that affects an individual employee and shall commence at Step I of the Grievance Procedure.

22.08 Policy Grievance

- (a) Where a dispute involving the question of general application or interpretation the Union or the Employer may proceed on a policy grievance.
- (b) A policy grievance may be formalized at Step II.

22.09 Group Grievance

In the event that a difference affects two (2) or more employees, those so affected, or the Union, may group the grievances and have them dealt with as a single grievance when formalized at Step I of the Grievance Procedure.

22.10 Dismissal Grievance

In the event an employee alleges dismissal without just cause, the employee's grievance may commence at Step II, within fifteen (15) days of the occurrence.

22.11 Replies in Writing

Except for Informal Discussion, replies to grievances shall be in writing at all stages.

22.12 Facilities for Grievances

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

The parties may at any time during the grievance process meet to discuss the circumstances of the grievance, share information and/or explore potential resolves on a without prejudice basis.

22.13 In the event that any management identified in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

ARTICLE 23 - VACATION

23.01 Full-time Employees

During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a Regular Employee	X	The applicable % as outlined below	=	Number of hours of paid vacation time to be taken
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- (a) four percent (4%) during the first (1st) complete calendar year of employment; or
- (b) six percent (6%) during the second (2nd) to ninth (9th) complete calendar years of employment; or
- (c) eight percent (8%) during the tenth (10th) to twenty fifth (25th) complete calendar years of employment; or
- (d) twelve percent (12%) during the twenty six (26th) and subsequent complete calendar years of employment.

Notwithstanding Article 23.01 (a), an employee hired on or before June 30 in a calendar year shall be credited with completing an entire calendar year for the purposes moving to accruals under Article 23.01(b).

Casual and Temporary Employees shall not earn vacation with pay, but shall be paid out vacation at the applicable percentage on each paycheque.

- (e) Vacation shall be earned in one calendar year and shall be taken within the next calendar year.

A regular employee shall be entitled to an unbroken period of vacation equal to her entire annual vacation entitlement unless otherwise mutually agreed between the Employer and the regular employee.

23.02 Vacation Planner

Employees shall submit their vacation requests by March 1 of each year. The Employer shall post the vacation schedule by April 1 of each year. Where vacation requests are made by March 1, vacation dates shall be allocated based on seniority where it is operationally possible to do so. Request for vacation which are submitted after March 1 will be dealt with on a first come, first serve basis, subject to operational considerations.

A regular employee who chooses to take vacation in broken period shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.

All vacation requests shall be subject to approval by the Employer and shall not exceed the amount of vacation accrued to the date of the request.

23.03 Christmas Season

Notwithstanding 23.02, vacation requests for the Christmas season will not be allocated on the basis of seniority. Rather, subject to operational considerations, such vacation requests will be allocated to provide employees with vacation over the Christmas season on a fair rotational basis and, where possible, to provide an employee with Christmas Day off every other year.

23.04 Resignation

An employee leaving the service of the Employer at any time before exhausting their vacation credits, shall receive an equivalent cash payout.

23.05 Cessation of Accumulation of Vacation Credits

There shall be no accrual of vacation entitlement during:

- (a) layoff; or
- (b) a leave of absence without pay or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30 calendar days).

ARTICLE 24 – PAID HOLIDAYS

24.01 Any reference to Paid Holidays in this Agreement applies to the following days:

New Year's Day	August Civic Holiday
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

- (a) the Province of Alberta; or
- (b) the Government of Canada.

24.02 No payment shall be due for the Paid Holiday which occurs during:

- (a) a layoff; or
- (b) all forms of leave during which a regular employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

24.03 A full-time employee shall be entitled to a day off with pay on or for a Paid Holiday provided she:

- (a) works her scheduled shift immediately prior to and immediately following the Holiday except where the employee is absent due to illness or other reasons acceptable to the Employer;
- (b) works on the Paid Holiday when scheduled or required to do so.

24.04 Paid Holiday Pay

A full-time employee who works on a Paid Holiday shall be paid their regular rate of pay for the day. In addition, they shall receive time and one-half (1 ½ X) for all hours worked on that day.

Paid Holiday Pay

A Part-Time, Casual or Temporary employee shall receive time and one-half (1 ½ X) for all hours worked on a Statutory Holiday.

A Part-time, Casual or Temporary employee who has been employed more than thirty (30) calendar days, shall be paid four percent (4%) of their earnings paid at the basic rate of pay in lieu of Paid Holiday Pay.

24.05 Paid Holiday on Day Off

When a Paid Holiday falls on a full-time employee's regularly scheduled day off, the full-time employee shall receive eight (8) hours pay in lieu of the Paid Holiday.

24.06 Paid Holiday on a Saturday or Sunday

When a Paid Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Paid Holiday as the day off in lieu of the Paid Holiday. If such designated day off is a full-time employee's regularly scheduled day off, such employee shall then be entitled to the provisions of Article 23.05.

Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

ARTICLE 25 - SICK LEAVE

25.01 It is agreed by the parties that earned sick leave entitlement shall only be granted by the Employer where an employee is unable to be at work and perform his regular duties as a result of illness or injury.

25.02 The sick leave to which a regular employee is entitled shall accumulate at the rate of one eight (8) hours for every one hundred and sixty (160) hours paid (exclusive of overtime) to a maximum of six hundred and eighty (680) hours.

25.03 A deduction shall be made from accumulated sick leave of all regularly scheduled hours absent for sick leave.

25.04 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with section 25.02.

- 25.05 Sick leave accumulates from the date of hire, but sick time will not be paid until the employee completes their probationary period.
- 25.06 Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.
- 25.07 Sick leave shall not accumulate during periods when an employee is:
- (a) on layoff; or
 - (b) on leave of absence without pay.
- 25.08 All employees who will be absent due to illness are to contact their immediate supervisor/or designate one (1) hour prior to commencement of their day shift, three (3) hours prior to the commencement of their evening shift, and three (3) hours prior to the commencement of their night shift.
- 25.09 Any employee may be asked to furnish a certificate from the doctor verifying sickness before being paid sick benefit. However, in most cases, no medical verification is required until after two consecutive days off. The Employer shall pay any associated costs.
- 25.10 For each six month period that an employee is not absent from duty on account of sickness, disability, non-occupational accident, or leave of absence without pay, an employee shall be entitled to one (1) bonus day off with pay. The six month periods shall run from January to June and from July to December.

ARTICLE 26 - LEAVE OF ABSENCE

26.01 General Policies Governing Leaves of Absence

- (a) Application for leave of absence shall be submitted in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure of leave and the date of return. With the exception of special circumstances, employees must have worked for the Employer for one full year before an application for a leave of absence may be made. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.
- (b) Vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of one (1) month.
- (c) Employees shall not be entitled to paid holidays with pay, which may fall during a period of leave of absence without pay.

26.02 Accrual of Benefits While on Leave

Insurance arrangements will be made in accordance with the insurers benefit plan as per Article 30.

26.03 Leave - Union Business

Provided the efficiency of the facility shall not in any case be disrupted, Union representatives duly appointed to attend functions such as conferences, conventions, Union related educational seminars and meetings, or to cover in the Union office, may upon application to the Employer by the Secretary or President of the Local be granted special leave of absence without pay. The union will submit requests for such special leaves of absence at least twenty-eight (28) days prior to the dates requested. These requests shall not be unreasonably denied.

- (a) Provided the efficiency of the facility shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular employees elected or appointed to represent the Union at Union Functions, Workshops, Seminars or Schools.
- (b) Employees shall be granted time off without loss of seniority and with pay in order to participate in negotiations with the Employer.
- (c) During such union leaves the Employer shall continue to pay the employee and bill the Union for reimbursement for wages and benefits, plus a reasonable administration fee of five percent (5%).

26.04 Leave for Public Office

- (a) The Employer recognizes the right of a regular employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a regular employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

26.05 Parental Leave

- (a) A regular employee who has twelve (12) months of continuous service shall, upon her written request, be granted Maternity Leave to become effective eight (8) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, supplementary unemployment

benefits or long term disability benefits. Maternity leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional three (3) months.

- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided above, if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for an absence from work longer than twelve (12) months the employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) A father-to-be who has completed twelve (12) months of continuous service shall, upon his written request, be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed six (6) months.
- (d) An employee absent on Parental Leave shall provide the Employer with two (2) weeks written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

26.06 Personal Day

One (1) day with pay personal leave per year will be granted.

26.07 Adoption Leave

A regular employee who has completed twelve (12) months continuous employment shall, upon written request, be granted leave without pay for up to six (6) months as necessary for the purpose of adopting a child and upon two (2) weeks written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

26.08 Court Appearance

- (a) In the event an employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of her employment

with the Employer, the employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.

- (b) An employee required by law to appear in Court as a member of a jury or a witness in a matter relating to her employment shall be allowed time off without loss or regular earnings which the employee would have normally received based on her regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An employee acting as a voluntary witness shall not be paid for such absence.
- (c) Where an employee is required by law to appear before a court of law for reasons other than those stated above, she shall be granted a leave of absence without pay. The employee may use a vacation day, banked overtime, or an unpaid leave of absence for the hours not worked. The employee may be required to submit satisfactory proof of the requirement to appear before a court of law.

26.09 **Bereavement Leave**

An employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

spouse (including common-law spouse and/or same sex relationship)	
son-in-law	child
daughter-in-law	parent
mother-in-law	brother
father-in-law	sister
grandchild	guardian
grandparent	fiancé

(Employees can access grief counseling through the chaplain or Employee Assistance Program.)

26.09 **Critical Illness Leave**

In the event one of; a spouse, mother, father, child, brother or sister, is suffering or suffers from a serious illness, the Employer shall approve leave as provided for in the Employment Insurance Act.

26.10 **Professional Development Leave**

Time off with or without pay for professional development may be granted with the prior approval of the Executive Director. The approval shall specify whether the time is with or without pay and what costs and expenses, if any, are covered.

26.11 Positions Outside of the Bargaining Unit

An employee who accepts a position outside the bargaining unit but within Edmonton ARC Salvation Army shall be given the option to apply for a leave of absence for up to six (6) months with a copy provided to the Union. This leave may be extended by mutual consideration. During this leave the employee will maintain the seniority accrued while in the bargaining unit but will not accrue any further bargaining unit seniority until such time as they return to their former bargaining unit position. Such an employee shall have the right to revert to their former position.

If the Employer determines that it is necessary to fill any subsequent vacant position(s) in the bargaining unit, they shall be posted as temporary positions. Employees occupying the resulting temporary position(s) shall have the right to return to their original position upon completion of said vacant position.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Employer shall provide designated space at each facility where all employees have access to it and where the Union shall have the right to post notice of meetings and such other notices as may be of interest to employees. It is not the Union's intention to post anything objectionable and the Employer shall have the right to remove anything objectionable and will inform the Union when it does so.

ARTICLE 28 – ORIENTATION

28.01 The Employer shall ensure that all new employees in the bargaining unit are provided with a minimum of sixteen (16) hours of orientation so as to enable them to be familiar with their job and with all equipment to be used when performing their job. All such training shall be considered as time worked by the employee and shall be paid for in accordance with the terms and conditions contained in this Agreement.

ARTICLE 29 - SHOP STEWARDS

29.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.

29.02 Union Officers will be recognized as Shop Stewards for the purpose of this Article.

29.03 The Employer agrees that the Shop Steward shall not be prevented from performing the Shop Steward's function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward

will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and subject to operational considerations, such permission shall not be unreasonably withheld.

29.04 Shop Stewards shall suffer no loss of pay for time spent during the Steward's working hours performing these duties.

ARTICLE 30 - EMPLOYEE BENEFIT PLANS

30.01 The Employer agrees to provide benefits to eligible employees in accordance with The Salvation Army Group Benefit Plan, as that plan may be amended or supplemented from time to time at the discretion of The Salvation Army.

30.02 The administration of The Salvation Army Group Benefit Plan shall be subject to and governed by the terms and policies specified by the Insurance Carrier. The Employer has no liability other than to provide the portion of benefit premiums contracted for.

30.03 Employee Benefit Plans

The Employer agrees to provide a Group Registered Retirement Savings Plan to eligible employees in accordance with The Salvation Army Group Registered Retirement Savings Plan, as that plan may be amended or supplemented from time to time at the discretion of The Salvation Army.

The Salvation Army has made changes to Employer's Group RRSP effective April 1, 2007 and it will apply to all eligible employees as follows:

- All regular full time and part time employees who have completed their initial three (3) month probationary period can apply for membership in the Group RRSP plan and receive Employer contributions.
- The following basic contribution percentages will apply:
On the completion of Employee Probation – 4.00 % of regular paid earnings.
On the completion of 5 years of service – 5.00 % of regular paid earnings.
On the completion of 10 years of service – 6.00 % of regular paid earnings.
- If an employee chooses to make voluntary contributions, The Salvation Army will match the employee's contributions to a maximum amount as indicated below:
On the completion of Employee Probation – Matching of voluntary contributions to a maximum of 2% of regular paid earnings
On the completion of 10 years of service (commencing 11th year of employment) – Matching of voluntary contributions to a maximum of 3% of regular paid earnings
NOTE: Contributions to a spousal account will not be matched.
- It is not necessary for employees to make personal voluntary contributions in order to receive The Salvation Army basic contributions.

- Employees who are currently enrolled in the plan will have the basic Employer contributions increased to the new contribution percentage for regular paid earnings from April 1, 2007. Employees will receive a letter outlining the new Employer's Group RRSP and will also receive instructions regarding which forms need to be completed.
NOTE: Contributions to a spousal account will not be matched.
- It is not necessary for employees to make personal voluntary contributions in order to receive The Salvation Army basic contributions.

30.04 The Employer shall make available to all eligible Employees copies of the Group Benefit Plan and Group Registered Retirement Savings Plan information pamphlets.

30.05 The Employer will establish for each permanent staff member, a Health Spending Account. The Employer will contribute annually an amount for each 1.0 FTE employee.

- Two hundred and twenty-five dollars (\$225.00)

These contributions shall be prorated for employees working less than full time with the Employer. The unused balance will be carried forward for a total accumulation of two years.

Employees leaving the employment of The Salvation Army will forfeit any remaining balance.

ARTICLE 31 – COPIES OF THE COLLECTIVE AGREEMENT AND SALVATION ARMY POLICY MANUAL

31.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment. The Employer shall provide to the Union current and updated hard and electronic copies of the Policy manual.

31.02 The Union and the Employer shall equally share the costs of printing the collective agreement. The parties agree to use the lowest cost method of printing.

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This Agreement shall come into effect on date of ratification, and shall remain in effect until March 31, 2016. The Agreement shall remain in force and effect from year to year thereafter unless notice to amend this Agreement is given by either party not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the termination.

- 32.02 Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or a strike or lockout occurs, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall not apply retroactively to that date, unless otherwise specified.
- 32.03 During the term of this Collective Agreement the parties agree that there will be no strike or lockout and there shall be no strike or lockout contrary to the provisions of the *Alberta Labour Relations Code*.

LETTER OF UNDERSTANDING NUMBER ONE

Between

**The Salvation Army Addictions & Residential Centre
(the Employer)**

and

**Canadian Union of Public Employees, Local 474
(the Union)**

Re: STEP Program

The parties agree that the employment of STEP Program employees shall not result in the reduction of hours of work for regular employees and they shall be exempted from the collective bargaining relationship.

The Employer will notify the Union if STEP students are hired and will be provided with information about rates of pay and other terms and conditions of employment.

This Letter of Understanding shall be attached to and form part of the collective agreement.

LETTER OF UNDERSTANDING NUMBER TWO

Between

**The Salvation Army Addictions & Residential Centre
(the Employer)**

and

**Canadian Union of Public Employees, Local 474
(the Union)**

During the term of this agreement, the Employer and Union will continue discussions regarding a joint approach to assisting employees in returning to work.

LETTER OF UNDERSTANDING NUMBER THREE

Between

**The Salvation Army Addictions & Residential Centre
(the Employer)**

and

**Canadian Union of Public Employees, Local 474
(the Union)**

Re: Funding Increases/Wage re-opener

If, prior to March 31, 2015, funding increases are provided to The Salvation Army *Edmonton ARC* that are not specifically allocated or targeted funds the parties agree to meet with in thirty (30) days to *negotiate an increase* to the wage grid of Local 474 members.

LETTER OF UNDERSTANDING NUMBER FOUR

Between

**The Salvation Army Addictions & Residential Centre
(the Employer)**

and

**Canadian Union of Public Employees, Local 474
(the Union)**

Re: Lead Maintenance Worker Position

1. The parties recognize the need for a Lead Maintenance Worker position at The Salvation Army Addictions & Residential Centre.
2. The parties agree to creation of Lead Maintenance Worker position.
3. The parties agree that the wages for Lead Maintenance Worker will be as follows:

November 1, 2013 to March 31, 2014

STEP 1	STEP 2	STEP 3	STEP 4
\$16.55	\$16.95	\$17.37	\$17.79

April 1, 2014 to March 31, 2015

STEP 1	STEP 2	STEP 3	STEP 4
\$16.80	\$17.20	\$17.63	\$18.06

April 1, 2015 to March 31, 2016

STEP 1	STEP 2	STEP 3	STEP 4
\$17.14	\$17.54	\$17.98	\$18.42

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 474**

**THE SALVATION ARMY
ADDICTIONS & RESIDENTIAL CENTRE**

Signed _____ this ____ day, 2014.

SCHEDULE A – WAGES

November 1, 2013 to March 31, 2014	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ADMINISTRATION						
Administrative Assistant	\$19.03	\$19.51	\$20.00	\$20.50		
Reception	\$16.86	\$17.27	\$17.70	\$18.14		
SUPPORT STAFF						
Environmental Services Worker	\$15.79	\$16.17	\$16.56	\$16.96		
Lead Environmental Services Worker	\$16.55	\$16.95	\$17.37	\$17.79		
Maintenance Worker	\$16.95	\$17.37	\$17.79	\$18.21		
Lead Maintenance Worker	\$17.34	\$17.77	\$18.21	\$18.67		
Driver	\$16.55	\$16.95	\$17.37	\$17.79		
Food Services Worker	\$15.79	\$16.17	\$16.56	\$16.96		
Lead Cook	\$16.55	\$16.95	\$17.37	\$17.79		
PROGRAM STAFF						
Frontline Support Worker	\$15.79	\$16.17	\$16.56	\$16.96		
Lead Frontline Support Worker	\$16.55	\$16.95	\$17.37	\$17.79		
Intake Support Worker	\$16.86	\$17.27	\$17.70	\$18.14		
Residential Care Worker	\$17.34	\$17.77	\$18.21	\$18.67		
Facilitator / Intake Counselor	\$20.32	\$20.84	\$21.38	\$21.92		
Counselor	\$21.89	\$22.46	\$23.04	\$23.64	\$24.25	\$24.89
Recreation Assistant	\$20.27	\$20.76	\$21.24	\$21.75		
Recreation Therapist	\$32.93	\$33.83	\$34.75	\$35.71		
Social Worker	\$34.00	\$34.82	\$35.88	\$36.86		
Health Care Aide (HCA)	\$20.27	\$20.76	\$21.24	\$21.75		
Licensed Practical Nurse (LPN)	\$25.11	\$25.99	\$26.90	\$27.80	\$28.64	\$29.73
RN/RPN	\$42.26	\$44.94	\$47.60	\$50.28		

April 1, 2014 to March 31, 2015	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ADMINISTRATION						
Administrative Assistant	\$19.32	\$19.80	\$20.30	\$20.81		
Reception	\$17.11	\$17.53	\$17.97	\$18.41		
SUPPORT STAFF						
Environmental Services Worker	\$16.03	\$16.41	\$16.81	\$17.21		
Lead Environmental Services Worker	\$16.80	\$17.20	\$17.63	\$18.06		
Maintenance Worker	\$17.20	\$17.63	\$18.06	\$18.48		
Lead Maintenance Worker	\$17.60	\$18.04	\$18.48	\$18.95		
Driver	\$16.80	\$17.20	\$17.63	\$18.06		
Food Services Worker	\$16.03	\$16.41	\$16.81	\$17.21		
Lead Cook	\$16.80	\$17.20	\$17.63	\$18.06		
PROGRAM STAFF						
Frontline Support Worker	\$16.03	\$16.41	\$16.81	\$17.21		
Lead Frontline Support Worker	\$16.80	\$17.20	\$17.63	\$18.06		
Intake Support Worker	\$17.11	\$17.53	\$17.97	\$18.41		
Residential Care Worker	\$17.60	\$18.04	\$18.48	\$18.95		
Facilitator / Intake Counselor	\$20.62	\$21.15	\$21.70	\$22.25		
Counselor	\$22.22	\$22.80	\$23.39	\$23.99	\$24.61	\$25.26
Recreation Assistant	\$20.57	\$21.07	\$21.56	\$22.08		
Recreation Therapist	\$33.42	\$34.34	\$35.27	\$36.25		
Social Worker	\$34.51	\$35.34	\$36.42	\$37.41		
Health Care Aide (HCA)	\$20.57	\$21.07	\$21.56	\$22.08		
Licensed Practical Nurse (LPN)	\$25.49	\$26.38	\$27.30	\$28.22	\$29.07	\$30.18
RN/RPN	\$42.89	\$45.61	\$48.31	\$51.03		

April 1, 2015 to March 31, 2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ADMINISTRATION						
Administrative Assistant	\$19.70	\$20.20	\$20.71	\$21.22		
Reception	\$17.46	\$17.88	\$18.32	\$18.78		
SUPPORT STAFF						
Environmental Services Worker	\$16.35	\$16.74	\$17.14	\$17.56		
Lead Environmental Services Worker	\$17.13	\$17.55	\$17.98	\$18.42		
Maintenance Worker	\$17.55	\$17.98	\$18.42	\$18.85		
Lead Maintenance Worker	\$17.95	\$18.40	\$18.85	\$19.33		
Driver	\$17.13	\$17.55	\$17.98	\$18.42		
Food Services Worker	\$16.35	\$16.74	\$17.14	\$17.56		
Lead Cook	\$17.13	\$17.55	\$17.98	\$18.42		
PROGRAM STAFF						
Frontline Support Worker	\$16.35	\$16.74	\$17.14	\$17.56		
Lead Frontline Support Worker	\$17.13	\$17.55	\$17.98	\$18.42		
Intake Support Worker	\$17.46	\$17.88	\$18.32	\$18.78		
Residential Care Worker	\$17.95	\$18.40	\$18.85	\$19.33		
Facilitator / Intake Counselor	\$21.04	\$21.58	\$22.13	\$22.69		
Counselor	\$22.66	\$23.25	\$23.85	\$24.47	\$24.25	\$24.89
Recreation Assistant	\$20.99	\$21.49	\$21.99	\$22.52		
Recreation Therapist	\$34.09	\$35.02	\$35.98	\$36.97		
Social Worker	\$35.20	\$36.05	\$37.15	\$38.16		
Health Care Aide (HCA)	\$20.99	\$21.49	\$21.99	\$22.52		
Licensed Practical Nurse (LPN)	\$26.00	\$26.91	\$27.85	\$28.78	\$29.65	\$30.78
RN/RPN	\$43.75	\$46.53	\$49.28	\$52.05		

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 474**

**THE SALVATION ARMY
ADDICTIONS & RESIDENTIAL CENTRE**

“original signatures on file”

“original signatures on file”

Signed **March** this **5** day, 2014.