

COLLECTIVE AGREEMENT

- between -

CUPE / *Canadian Union
of Public Employees*

LOCAL 838

- and -



APRIL 1, 2019 – March 31, 2022



Canadian Office & Professional Employees
Local #491

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COLLECTIVE AGREEMENT

Red Deer, Alberta

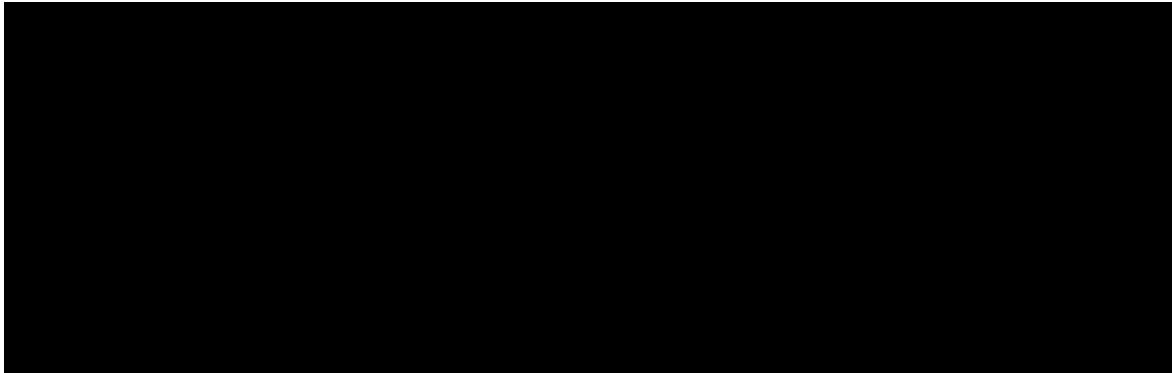
2019

This document is a true and complete copy of all understandings reached between the representatives of Vantage Community Services (Employer) and the Canadian Union of Public Employees, Local 838 (Union) in negotiations.

The signatures of the negotiators below, signify that they have read and understand this Collective Agreement and accept it as a full and accurate compilation of all items agreed to between them.

FOR VANTAGE COMMUNITY
SERVICES

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 838



ARTICLE 1 – PURPOSE OF THE COLLECTIVE AGREEMENT

- 1.01 It is the intent and purpose of the parties hereto that this Collective Agreement shall, to the extent and in the manner specifically provided for herein:
- a) to protect and continue to improve the interest of the employees and the Board;
 - b) provide for the prompt and equitable adjustment of differences which may arise between employees, the Union and the Board without stoppage of work or refusal to perform work during the life of a Collective Agreement;
 - c) ensure harmonious, efficient, safe and uninterrupted operation of the Board's facilities.
- 1.02 It is recognized by this Collective Agreement to be the responsibility of the employees, the Union and the Board to co-operate fully, individually and collectively, for the advancement of said purposes.

ARTICLE 2 – DEFINITIONS

- 2.01 In this Collective Agreement, unless the context otherwise requires:
- a) **"Anniversary Date"** means the date in which the Employer first employed the Employee in a full-time or part-time position;
 - b) **"Board"** means the Board of Directors of the Vantage Community Services, Red Deer, Alberta;
 - c) **"Code"** means the Alberta Labour Relations Code, S.A. currently in force and effect;
 - d) **"Day"** unless otherwise specifically stated, the word "day" used in this Collective Agreement shall mean "workday" as defined in t) below;

- e) **"Employee"** means a member of the staff of Vantage Community Services, Red Deer, Alberta, occupying an established position on a classification listed in Schedule "A", Salary Schedule, attached to and forming part of this Collective Agreement, except persons employed in positions or classes of positions which are excluded from this Agreement under the provisions of Article 5, "Union Recognition" of this Agreement;
- f) **"Employee – Permanent"** means an employee who occupies a permanently-established position and has successfully completed a probationary period;
- g) **"Employee – Permanent Full-Time"** is an employee filling a permanent position and who normally works the full number of hours in a year;
- h) **"Employee – Permanent Part-Time"** is an employee filling a permanent position who works less than the full number of hours in a day or week, or less than the full number of days in a week or month, but who continuously works no less than:
 - i) three (3) hours on each workday, or
 - ii) seven (7) hours per day on two (2) or more days in each calendar week, or
 - iii) ten (10) full days in each calendar month.
- i) **"Employee – Temporary"** is a person who is required to work continuously in a position which is established for a limited period of unknown duration for not more than six (6) months either on a permanent or part-time basis as defined in paragraphs g) and h) above respectively. By mutual agreement of the Union and the employer, such temporary positions may be renewed for an additional six months;
- j) **"Employee – Term"** is a person who is required to work continuously in a position for an identified term exceeding 6 (six) months in duration but no longer than 12 (twelve) months in duration on a permanent or part-time basis as defined by paragraphs g) and h) above

respectively. By mutual agreement of the Union and the employer, such term positions may be renewed for an additional 12 (twelve) months;

- k) **"Employee – Casual"** is an employee who works on an intermittent basis to cover for short absences for other Employees;
- l) **"Employer"** means the Board of Directors of Vantage Community Services, Red Deer or its designate(s);
- m) **"Local"** means Vantage Community Services sub-local of Local #838 of the Canadian Union of Public Employees;
- n) **"Maximum Salary"** means:
 - i) the highest salary of the pay range assigned to a classification, or,
 - ii) the job rate where no pay range has been assigned to a classification;
- o) **"Minimum Salary"** means the lowest salary of the pay range assigned to a classification;
- p) **"Month"** means calendar month;
- q) **"Permanent Position"** means a position, the duties of which are in a continuing nature of indefinite extent;
- r) **"Union"** shall mean the Canadian Union of Public Employees – Local 838 or its successor;
- s) **"Vacation Leave"** means annual vacation leave with pay granted to an employee;
- t) **"Work Day"** means any day on which an employee is normally expected to be on duty at their place of employment;
- u) **"Work Week"** shall mean that period between 0001 on Sunday and midnight on the immediate following Saturday;

- v) **"Work Unit"** means a group of bargaining-unit positions whose incumbents are functionally responsible to a Director;
- w) A word used in the singular may also apply in the plural;

ARTICLE 3 – NIGHT SHIFT POSITIONS

3.01 The following shall apply to the Employees occupying the Night Shift Positions:

- (a) **Hours of Work:**
Eight (8) hours per day and forty (40) hours per week and one-half (1/2) hour paid lunch break, which is taken on site.
- (b) **Overtime and Call Out:**
An Employee whose normal work week is of forty (40) hours duration, or its equivalent on a monthly or quarterly basis, the regular hourly rate shall be determined by dividing their regular annual salary rate by 2080.
- (c) **On Call Outside of Regular Duty:**
 - (i) An Employee designated by the Employer to be on call outside of regular duty, shall be paid the amount of one-half (1/2) hours pay, compensated in time or money, at their regular rate for each four (4) hours on call or major portion thereof.
 - (ii) Employees taking part outside structured trips (such as camping, and extended day trips) shall be compensated as follows:

On a day which is a normal workday – up to a maximum of four (4) hours compensatory time off with pay in addition to the regular pay for that day.

All other Articles will apply to the Employees working the night Shift Positions.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the work forces, subject to the terms of this Collective Agreement.
- 4.02 All matters not specifically covered by the provisions of this Collective Agreement will be dealt with at the sole discretion of the Employer.

ARTICLE 5 – UNION RECOGNITION

- 5.01 The Board recognizes the Union as the sole Collective Bargaining Agent for hours, salaries and other conditions of employment pursuant to certificate #228-2014 issued by the Alberta Labour Relations Board dated December 9, 2014 and as amended from time to time, for all employees of the Employer except those exercising managerial functions or employed in a confidential capacity, in matters relating to labour relations.
- 5.02 The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate Agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the Union.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 There shall be no discrimination by the Employer or Union in respect to any Employee on the basis of race, religious beliefs, political beliefs, gender, sexual orientation, colour, mental disability, physical disability, family status, marital status, age, ancestry or place or origin of that person. The Employer shall not discriminate against any of its Employees by reason of their membership or activity in the Union.
- 6.02 The Employer and the Union agree no Employee shall be subject to personal harassment. Personal harassment shall be defined as offensive comments and/or actions deliberately designed to demean or belittle an individual and/or to cause personal

humiliation or embarrassment. This will not prevent the Employer from disciplining or terminating for cause.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of or incidental to this Collective Agreement shall pass to and from the Chief Executive Officer (or designate), Vantage Community Services and the Designated Official of the Union.

ARTICLE 8 – APPLICATION

- 8.01 This Collective Agreement is fully applicable to all Permanent Employees, and on a pro-rata basis, to Part-Time Employees.

- 8.02 The following provisions apply to Casual Employees:

Article 1 – Purpose of the Collective Agreement
Article 2 – Definitions
Article 4 – Management Rights
Article 5 – Union Recognition
Article 6 – No Discrimination
Article 7 – Correspondence
Article 8 – Application
Article 9 – Union Dues Deduction
Article 10 – Employer-Union Relations (excluding 10.05)
Article 11 – Grievance Procedure and Arbitration
Article 12 – Hours of Work (excluding 12.01, 12.05 and 12.07)
Article 13 – Disciplinary Procedure
Article 15 – Job Opportunities (excluding 15.05)
Article 16 – Overtime (excluding 16.02 iii), 16.04, 16.05, 16.06, 16.08, 16.09, 16.11)
Article 17 – Paid Holidays (excluding Christmas/New Year's/Floater, 17.03, 17.04, 17.05, 17.06 b), 17.07, 17.08)
Article 23 – Payment of Salaries and Allowances
(excluding 23.05a)
Article 26 – General Conditions
Article 27 – Printing of Agreement
Article 28 – Term of Agreement
Article 30 – Occupational Health and Safety
Schedule 'A'

8.03 The following provisions apply to Temporary Employees:
Article 1 – Purpose of the Collective Agreement
Article 2 – Definitions
Article 3 – Night Shift
Article 4 – Management Rights
Article 5 – Union Recognition
Article 6 – No Discrimination
Article 7 – Correspondence
Article 8 – Application
Article 9 – Union Dues Deduction
Article 10 – Employer-Union Relations
Article 11 – Grievance Procedure and Arbitration
Article 12 – Hours of Work
Article 13 – Disciplinary Procedure
Article 14 – Seniority, Probation & Lay-off – 14.09
Article 15 – Job Opportunities
Article 16 – Overtime (excluding 16.04)
Article 17 – Paid Holidays
Article 19 – Sick Leave (excluding 19.04, 19.07)
Article 23 – Payment of Salaries and Allowances
Article 26 – General Conditions
Article 27 – Printing of Agreement
Article 28 – Term of Agreement
Article 29 – Notice of Resignation
Article 30 – Occupational Health and Safety
Article 31 – On the Job Training and Professional Development
Schedule 'A'

8.04 The following provisions apply to Term Employees:
Article 1 – Purpose of the Collective Agreement
Article 2 – Definitions
Article 3 – Night Shifts
Article 4 – Management Rights
Article 5 – Union Recognition
Article 6 – No Discrimination
Article 7 – Correspondence
Article 8 – Application
Article 9 – Union Dues Deduction
Article 10 – Employer-Union Relations
Article 11 – Grievance Procedure and Arbitration
Article 12 – Hours of Work
Article 13 – Disciplinary Procedure
Article 14 – Seniority, Probation & Lay-off – 14.09
Article 15 – Job Opportunities

Article 16 – Overtime
Article 17 – Paid Holidays
Article 18 – Annual Vacation
Article 19 – Sick Leave
Article 21 – Leave of Absence (excluding 21.10)
Article 23 – Payment of Salaries and Allowances
Article 25 – Employee Benefit Plans
Article 26 – General Conditions
Article 27 – Printing of Agreement
Article 28 – Term of Agreement
Article 29 – Notice of Resignation
Article 30 – Occupational Health and Safety
Article 31 – On the Job Training and Professional Development
Schedule 'A'

ARTICLE 9 – UNION DUES DEDUCTION

- 9.01 After the signing of this Agreement existing employees who are or who become Union members shall remain Union members in good standing; new employees shall as a condition of employment become members within thirty (30) days of commencing employment and shall remain members in good standing.
- 9.02 All employees covered by this Collective Agreement shall be subject to deduction of Union Dues from pay, as authorized by Local 838's By-Laws. Initiation fees and assessments will be deducted upon Union request.
- 9.03 Union dues deductions shall be made from each payroll and remitted to the Financial Secretary of the Union, together with a list of employees for whom the deductions were made, not later than the fifteenth (15th) day of the month following that deduction.
- 9.04 The amount of Union dues paid by each employee in the previous year will be shown on the Employee's Tax T-4 slip.

ARTICLE 10 – EMPLOYER-UNION RELATIONS

- 10.01 The Employer will grant Union representatives access to its premises when negotiating new or amended Collective

Agreements in accordance with the Code or when participating in committees with Employer representatives or when investigating a grievance for the purpose of meeting with the grievor or their immediate supervisor provided that, in the latter instance, prior approval has been obtained through the Chief Executive Officer. Additional access to the Employer's premises may be granted for such purposes as are approved in advance by the Chief Executive Officer. The foregoing approval shall not be unreasonably denied.

- 10.02 The Employer will provide the Union with a list of current Employer designates with whom it may arrange employee appointments for the purpose of investigating grievances in accordance with the Grievance Procedure set out in Article 11 of this Collective Agreement. Similarly, the Union shall provide the Employer with a current list of Union representatives for each unit of the Organization.
- 10.03 The Employer acknowledges the right of the employees to elect employees in the bargaining unit as Union Stewards and recognizes the Union Stewards so elected as official worksite representatives of the Union.
- 10.04 Time off, without loss of regular earnings, will be provided a Union Steward for time spent in attending a disciplinary interview and, pursuant to Article 11.09, to a Union Representative and a complainant for time spent investigating a complaint and a Union Representative and the aggrieved for the time spent in discussing written grievances.
- 10.05 a) The employer will allow time off for up to two (2) employees to serve as permanent members of the Union Local Collective Bargaining Committee. The Employer will hold whole the pay of an employee so acting for time spent meeting with representatives of the Employer during formal negotiations of the Collective Agreement for the full time that such talks are progressing well and in good faith and shall bill the Union for reimbursement for half (1/2) of the pay of such employees for hours spent in the collective bargaining activities set out in this Article 10.05 that are performed at a time that would otherwise form part of their assigned work schedule;

- b) Members of the Union Local Collective Bargaining Committee may be increased to more than two (2) employees by mutual agreement of the Employer and Union.
 - c) The Union shall have the right to have the assistance of its National Representation(s) when formally negotiating with the Employer. If the Union Representative wishes to include the National Representative(s) in a meeting, he will advise the Employer prior to the meeting.
- 10.06 Pursuant to Article 10.01, the Employer shall provide Union Local representatives with appropriate office accommodation as required for the purposes of meeting with employees to investigate grievances or when participating in collective bargaining or Employer/Union committee activities.
- 10.07 The union shall provide the Chief Executive Officer (or designate) with two weeks' notice of group meetings occurring with employees. Reasonable accommodation will be made to facilitate the attendance of employees at group meetings.

ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION

- 11.01 In this Article:
- a) **"Working Days"** means the days on which Vantage Community Services' administration offices are open for the transaction of business;
 - b) **"Employer"** means that person designated to act as the Chief Executive Officer of Vantage Community Services;
 - c) **"Designated Officer"** means the official Employer representative as set out in Article 10.02 of this Agreement;
 - d) **"Grievance"** is defined as a complaint regarding the application or alleged violation of this Collective Agreement;
 - e) **"Group Grievance"** is a Grievance initiated by more than one (1) employee providing that all employees party

to the Group Grievance are grieving the identical issue and have signed the initial grievance form;

- f) **"Code"** means the Alberta Labour Relations Code currently in force and effect;
- g) **"Policy Grievance"** is a difference between the Union and the Employer whereby the one party seeks to enforce an obligation that is alleged to have been accepted by the other party in signing this Collective Agreement and that the obligation, if any, is not the subject of an Employee Grievance or a Group Grievance.

11.02 **INFORMAL PROCESS**

Within ten (10) working days of an employee becoming aware of a problem which could lead to a grievance, the employee must initiate the informal process in writing to their immediate supervisor. They will then seek to resolve the problem, with or without a Steward, through discussion with their immediate supervisor. The immediate supervisor shall have ten (10) working days to investigate and respond in writing to the employee. If the problem is not resolved through the informal process a grievance may then be filed.

11.03 **FILING AND PROCESSING THE GRIEVANCE**

- a) All grievances shall be submitted in writing clearly stating:
 - i) the nature of the grievance and the circumstances from which it arose;
 - ii) the remedy or correction requested.
- b) All replies to grievances from Designated Officers shall be in writing and shall contain the reason(s) for acceptance or denial of the grievance.
- c) In the event any Designated Officers as named in the grievance procedure Steps are one and the same, the subsequent Steps will be deemed to have been complied with.

- d) Group grievances shall be processed through the Grievance Procedure under the same conditions as apply to the treatment of individual employee grievances.
- e) Policy grievances shall be filed at Step 2 of the Grievance Procedure.
- f) A grievance arising from the suspension or dismissal of an employee shall be filed at Step 2 of the Grievance Procedure.

11.04 TIME LIMITS

- a) If the grievance is not processed by the Grievor/Union within the time limits specified in this Article, the grievance shall be deemed to have been abandoned, unless an extension is mutually agreed as per 11.04 d).
- b) When the Designated Officer receiving the grievance fails to process the grievance within the specified time limits, the aggrieved employee shall automatically be eligible to advance the grievance to the next Step.
- c) A grievance or a reply shall be dated the date it was delivered.
- d) The time limits between Steps or the time limits to initially file a grievance may be extended by mutual written agreement of the Employer and the Union.

11.05 GRIEVANCE PROCEDURE

A. Step 1

- a) A grievor must submit their grievance in writing to their immediate supervisor at Step 1 within ten (10) working days of the written response by the immediate supervisor in the informal process.
- b) The immediate supervisor and/or program manager shall meet with those concerned within five (5) working days of receipt of the grievance and shall submit a reply to the grievance within five (5) working days of this meeting.

B. Step 2

- a) If the grievance is not resolved at Step 1, the grievance may be forwarded to the Chief Executive Officer, or designate, at Step 2 within five (5) working days of receipt of the response at Step 1.
- b) The Chief Executive Officer, or designate, shall meet with those concerned within five (5) working days of receipt of the grievance and shall submit a reply to the Union within five (5) working days of this meeting.

C. Step 3 - Mediation

The Employer and the Union agree to consider Grievance Mediation as an alternative disputes resolution process for those issues that may be referred to an Arbitration hearing.

- a) Once a grievance has been referred to Arbitration, either party may serve notice in writing to submit the grievance to Mediation;
- b) Grievance Mediation would only be entered into by mutual consent between the parties;
- c) Unless mutually agreed, the results of such mediation are not binding; nor do they preclude continuing with the Arbitration process.
- d) The Employer and the Union shall each bear fifty percent (50%) of the total cost of the Mediator.

D. Step 4 – Arbitration

If the grievance is not resolved at Step 2 it may be referred to Arbitration within twenty (20) working days of receipt by the Union of the written decision of the Chief Executive Officer, or designate, at Step 2.

- a) The Union's written notice to proceed to Arbitration will include the name and address of the Union's nominee to the Arbitration Board;
- b) The Employer shall respond to the Union's written notice within fifteen (15) working days and such reply will

include the name and address of the Employer's nominee to the Arbitration Board;

- c) The respective nominees shall jointly appoint a mutually acceptable Chairperson within twenty (20) working days of the Employer's response to the Union;
- d) If the appointed members fail to agree on a mutually acceptable Chairperson within the prescribed time limit, a Chairperson shall be appointed in accordance with the applicable provisions of the Code;
- e) The Employer and the Union may by mutual agreement appoint a single Arbitrator who shall constitute the Arbitration Board. In the interest of timely resolution with reduced cost to both parties, wherever possible a single Arbitrator will be appointed. This appointment will be made, by drawing from the following list, within fourteen (14) days of the initial submission to Arbitration. Arbitrators shall be named to this list by mutual agreement of the Employer and the Union.

Arbitrator A - John Moreau
Arbitrator B - Phyllis Smith
Arbitrator C - Alan Beattie
Arbitrator D - Allen Ponak

The parties agree that additional arbitrators may be added to the list above by mutual agreement.

- f) The Employer and the Union shall each bear the total costs of its nominee to the Arbitration Board and shall share equally the total costs of the Chairperson of the Board;
- g) The Employer shall grant the aggrieved employee leave of absence with pay for the purpose of attending the Board hearing of their grievance;
- h) The Employer shall grant leave of absence with pay to attend the Board hearing for witnesses who are employees of the Employer and who are acting on behalf of the grievor;

- i) The expenses of necessary witnesses called by the Chairperson of the Arbitration Board shall be shared equally by the Employer and the Union.

11.06 POWERS OF THE ARBITRATION BOARD

- a) The Arbitration Board shall neither add to, detract from, nor modify the language of the Collective Agreement;
- b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it;
- c) Where disciplinary action against an employee is involved, the Arbitration Board may vary the penalty as the Board considers fair and reasonable.

11.07 ARBITRATION BOARD PROCEDURES

- a) Upon receipt of the grievance the Chairperson shall, in consultation with the Union and the Employer, expeditiously convene a Board.
- b) Where a grievance is heard by a three (3) member Board, the decision of the majority of the members is the award of the Board, but if there is no majority, a decision of the Chairperson governs and is the award of the Arbitration Board;
- c) The Chairperson shall submit a written report on the findings and the decision of the Board to the Employer and the Union within sixty (60) days of completing the hearing.

11.08 DECISION OF THE BOARD

The decision of the Arbitration Board shall be final and binding on the Employer, the Union and on all employees affected by the Collective Agreement.

11.09

MEETINGS DURING GRIEVANCE PROCEDURE

- a) A Union Steward or an aggrieved employee shall not leave work to discuss a grievance without first obtaining permission from their immediate supervisor to do so.
- b) An authorized Union representative shall not enter a place of work to discuss a grievance with an employee or employees without first obtaining permission from the Chief Executive Officer.
- c) In all cases, time off work by aggrieved employees and Union representative to investigate and discuss complaints or grievances shall be confined within reasonable limits and, whenever possible, such meetings should be scheduled at other than working hours.

ARTICLE 12 – HOURS OF WORK

12.01

The hours of work for employees covered by this Collective Agreement shall be:

- a) Seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week for all employees with the exception of Secretarial and Clerical classifications and the Night Shift Positions;
- b) Seven (7) hours per day and thirty-five (35) hours per week for Secretarial and Clerical classifications;
- c) All Employees will have a minimum of two (2) consecutive days of rest off per week unless mutually agreeable between the Employee and the Employer.
- d) The equivalent of a) and b) above on a monthly or quarterly basis or on a pro-rata basis for part-time employment. The normal number of hours stated is solely for the purpose of computing overtime and shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked;

- e) No employee, with the exception of Community Youth Workers, shall be scheduled to work less than six (6) consecutive hours for "full-time" or three (3) consecutive hours for "part-time" nor more than seven and one-half (7-1/2) hours. Where the employer wishes to schedule less than six (6) (full-time) or three (3) (part-time) hours the employee shall receive no less than the applicable minimum hours stated herein at their regular rate of pay;
- f) Community Youth Workers may be required to work shifts of not less than two (2) consecutive hours.
- g) Permanent part time employees may accept additional unscheduled shifts at their regular rate of pay up to thirty-seven and one-half (37-1/2) hours per week.
- h) Regular hourly rates shall be determined by dividing regular annual salary by 1950 hours. This shall apply to all Employees with the exception of Employees in the Administrative Support classification whose regular hourly rate shall be determined by dividing their regular annual salary by 1820 hours.

12.02 An employee shall be at work and ready to assume their duties at the commencement of their scheduled working period.

12.03 Lunch periods will be of not less than one-half (1/2) hour and not more than one (1) hours duration. Normally, employees working on a thirty-seven and one-half (37-1/2) hours work week basis will have a one half (1/2) hour unpaid lunch break and all other employees will have a one (1) hour unpaid lunch break. Residential staff that are required to eat on the job shall be paid at their regular rate of pay for the lunch period and food will be supplied by the employer. Scheduled shifts for residential staff will be inclusive of seven and one-half (7-1/2) paid work hours and a half (1/2) hour paid lunch period.

12.04 All Employees working a minimum of four (4) hours shall be permitted a fifteen (15) minute paid rest period during their shift.

All Employees working more than four (4) hours shall be permitted a fifteen (15) minute paid rest period in the first half

of a shift and a fifteen (15) minute paid rest period in the second half of a shift.

12.05 Work schedules for all employees on shift work will be posted monthly at least fifteen days prior to the commencement of the schedule. Where the work schedule for a work unit of not less than five (5) employees is to be changed after the schedule is posted, the change must be by mutual agreement. Such agreement shall not be unreasonably denied provided that seven (7) days' notice is given. Where the posted work schedule for an individual employee is to be changed with less than forty-eight (48) hours' notice, the change must be by mutual agreement. The Employer must contact employees who are not at the workplace to notify them of the shift change and any changes must be by mutual agreement.

12.06 a) Employees shall be allowed not less than eleven (11) hours off duty between work periods except in the case of overtime work. Failure to provide at least eleven (11) hours' rest between shifts shall result in the payment of overtime at one and one-half (1 ½) times the regular rate of pay for any hours worked during such rest period. Shift changes requested by employees and approved by the Employer that do not provide eleven (11) or more hours between work periods will not qualify for the payment of overtime as set out above.

b) In exceptional circumstances the hours of rest between shifts may be reduced to ten (10) hours. Exceptional circumstances shall include formal meetings pertaining to clients or mandatory staff training. Exceptional circumstances shall not exceed once per week per employee or two times per month per employee apart from unforeseen emergency situations such as a pandemic or declared natural disaster.

c) Where an employee has been booked for a shift which is cancelled without twenty-four (24) hours' notice, the employee has the option of working three (3) hours with pay or not working and not receiving remuneration.

12.07 **ALTERED WORK WEEK**

Alternative work schedules may be established to accommodate special program or operational needs that do not comply with the above provisions, provided that they are mutually agreed to

by the Union and the Employer, in writing, and the revised schedule is attached to this Agreement.

- a) Such agreements shall specify effective dates, notice provisions for amendment or termination, and the positions covered, or positions specifically excluded.
- b) Such agreements and any subsequent renewal period shall remain in effect for at least six (6) months. In the event of program closure, the Employer may re-assign staff to other available positions which may include a different shift schedule.
- c) Proposals for alternative work schedules may be initiated by the Employer or employees, through the Union. Proposals should be submitted to the Union at least sixty (60) days prior to the proposed implementation date.

12.08 FLEXIBLE WORK SCHEDULES

With written approval of the employer, specified employee(s) shall have the ability to schedule their own hours of work under the following conditions:

- 1. The needs of the program and clients will be of primary consideration in the scheduling of individual work hours.
- 2. Hours of work shall be thirty-seven and one half (37.5) hours per week averaged over a 4-week period to a total of (150) hours.
- 3. Employees shall have two (2) consecutive days off in any seven (7) day period. In exceptional circumstances, and by mutual agreement between the Employee and the Employer, days off can be split. This will not be done on a continual basis without both parties entering an agreement with written notification and approval by the employer and the Union.
- 4. Employees shall work no more than a maximum of ten (10) hours on any given day.
- 5. Supervisors shall not extend a daily schedule without forty-eight (48) hours' notice unless mutually agreeable between the employee and the supervisor.
- 6. The Employer will notify the Union of Employee(s) that make application under this Article for Flexible Work Schedule.

Overtime – (Article 16) shall apply when:

- 1. The Employer requires an Employee to work more than ten (10) hours in a day.

2. The Employer requires a Permanent Full-time Employee to work on their designated day off.
3. The total hours of work exceed 150 hours over a four (4) week period.

There will be no pyramiding of overtime hours.

All other terms and conditions of the current Collective Agreement will apply.

ARTICLE 13 – DISCIPLINARY ACTION

- 13.01 When disciplinary action is taken against an employee, the employee shall be informed in writing as to the reason(s) for such action. A copy of disciplinary correspondence concerning the termination or suspension, or letters of warning will be forwarded to the Union.
- 13.02 The Employer shall notify the Employee of their right to have a Union representative prior to the presentation of disciplinary action.
- 13.03 An employee who has been subjected to disciplinary action may, after continuous service of eighteen (18) months from the date the disciplinary action was invoked and, in any case, after a minimum of twelve (12) months continuous service after the resolution of a grievance, request that their personnel file be purged of any record of the disciplinary action. Such request will be granted providing:
- a) the employee's file does not contain any further record of disciplinary action, and
 - b) the disciplinary action is not the subject of an unresolved grievance.
- 13.04 An employee shall have the right at any time to review their personnel file, exclusive of employment reference checks, on the following conditions:
- a) that reasonable notice is given;
 - b) that they be accompanied by their supervisor;

- c) that they have the right to respond in writing to any document contained in the file and such response to become part of the permanent record.
- 13.05 When an employee has grieved a disciplinary action and the Employer representative has either allowed the grievance or reduced the disciplinary action levied against the grievor, the personnel file of the grievor will be amended to reflect this action by removing the previous item(s) and replacing them with the changed item(s) provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to arbitration, the award of the Arbitration Board shall be final and binding upon the Employer, the Union and the employee and the personnel file of the employee shall be amended to reflect that award by removing the previous item(s) and replacing them with the Arbitration Board award.
- 13.06 Use of demotion as a disciplinary measure shall be subject to the grievance procedure.
- 13.07 The termination of a Casual or Temporary Employee shall not be subject to Article 11.05 c) and d).

ARTICLE 14 – SENIORITY, PROBATION & LAY-OFF

- 14.01 Seniority shall be deemed to mean continuous service with the Employer and is not accumulated during periods of lay-off or during unpaid leave of absence excepting leaves for Union business, maternity leave and leave to service in political office, beyond an accumulated maximum of twenty (20) working days in each employment year or beyond twenty (20) consecutive working days in respect to any one lay-off or unpaid leave of absence which continues from one employment year to the next employment year.
- 14.02 An employee's date of employment shall be adjusted to reflect any period during which seniority is not accumulated.
- 14.03 The Employer recognizes that in the case of otherwise equal minimum qualifications, seniority shall be the governing factor in determining promotion and filling job vacancies.

- 14.04 The seniority of an employee shall be lost, and all rights forfeited and there shall be no obligation to rehire when they:
- a) resign or otherwise terminate their service by voluntary act;
 - b) are discharged for just cause;
 - c) fail to return to work upon expiration of leave of absence; except where an extension has been requested prior to the expiration of the original leave and the need for the extension is verified and justified by the employee and agreed upon by the employer;
 - d) are absent without leave;
 - e) are laid off for a period of six (6) months or more;
 - f) fail to notify the employer of their intent to return to work within three (3) working days and fail to return to work within two (2) weeks from the time notice of recall is delivered to their last known address;
 - g) retire.
- 14.05 a) New employees who occupy established positions shall serve a probation period of six (6) months. The employment of a probationary employee may be terminated at any time during the probationary period.
- b) The Employer is entitled to discharge a probationary employee on grounds such as unsuitability which would embrace such considerations as the health, character and compatibility of the probationary employee as well as their ability to meet the present and future job requirements of the employer. The Employer agrees to provide written feedback to the probationary employee during the probationary period.
 - c) Probationary employees will be advised in writing of any extension of their probationary period at least ten (10) working days prior to the date of the extension. The Union will be sent a copy of the notice.

- 14.06 While serving their initial probation period, full-time employees will be covered only under sick leave plans the Workers' Compensation subsidy as set out in Articles 19 and 25 respectively, of this Collective Agreement. Upon the completion of six (6) months' employment, employees will be eligible for participation in the full benefits package as set out in Article 25 of this Collective Agreement.
- 14.07 Employees shall not accumulate seniority until they have successfully completed their probationary period, upon successful completion their seniority shall be made retroactive to the date they commenced employment.
- 14.08 In determining order of lay-off or recall, for employees in the same classification, seniority shall govern when all other necessary minimum qualifications are equal.
- In the event of a lay-off of five (5) or more Employees or the elimination of a program, seniority shall govern when all other necessary minimum qualification are equal.
- 14.09 Employees with twenty-four (24) months continuous service with the Employer shall be granted permanent status.
- 14.10 The Employer shall annually provide the Union with a list of all Employees, showing their current seniority status, by the end of April each year.

ARTICLE 15 – JOB OPPORTUNITIES

- 15.01 Notices outlining details of all available positions within the agency, excluding acting incumbencies and temporary positions of less than six (6) months duration, will be posted electronically. Such notices will be posted for one (1) week prior to filling the vacancies and will include cut-off dates beyond which applications will not be accepted.
- 15.02 Recruitment may be carried on outside Vantage Community Services and may involve the advertising of positions to be filled. However, outside applicants shall not be appointed if fully qualified, suitable in-service candidates make application for the positions.

- 15.03 To ensure that internal applicants are aware of position requirements, all job postings shall include the minimum technical/professional requirements.
- 15.04 The Employer shall prepare job descriptions for each position covered by the Collective Agreement. The Employer undertakes to receive relevant employee input in preparing these job descriptions.
- 15.05 An employee who is not the successful applicant for a posted position may request written reasons as to why they were not successful.

ARTICLE 16 – OVERTIME AND CALL-OUT

- 16.01 Employees covered by this Collective Agreement may be required to work hours beyond regularly scheduled hours to overcome abnormal conditions or to meet unexpected situations. Such overtime shall be authorized by the Employer.
- 16.02 An employee who has been authorized to work overtime shall be compensated as follows:
- i) all hours worked in excess of the regular normal hours of work per day or per week shall be compensated (in time or money) at a time and one-half (1 1/2) the regular hourly rate;
 - ii) all time worked in excess of thirteen and one-half (13-1/2) hours on a daily basis shall be compensated (in time or money) for at two (2) times the regular hourly rate;
 - iii) all work performed on a Permanent Full Time employee's scheduled days of rest shall be compensated (in time or money) for at time and one-half (1 1/2) the regular hourly rate.
- 16.03 a) Pursuant to Article 16.02 above, for the purpose of computing overtime pay:
- i) in the case of an employee whose normal work week is of thirty-seven and one-half (37-1/2) hours' duration, or its equivalent on a monthly or quarterly basis, the regular

hourly rate shall be determined by dividing their regular annual salary rate by 1950, and

- ii) in the case of an employee whose normal work week is of thirty-five (35) hours' duration or its equivalent on a monthly or quarterly basis, the regular hourly rate shall be determined by dividing their regular annual salary rate by 1820.

- 16.04 Overtime pay shall be calculated from the annual salary rate in effect at the time the overtime is worked regardless of any subsequent retroactive change in that rate.
- 16.05 Permanent employees will receive compensatory time-off in lieu of a cash settlement for all overtime worked. Employees are entitled to receive a cash settlement in lieu of receiving compensatory time-off, however, this request must be made at the time that the overtime is being approved. Compensatory time-off shall be taken at a mutually agreeable time. Time off in lieu not taken within 6 months of when the overtime was worked may be paid out by request of either the employee or employer.
- 16.06 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 16.07 Part-time employees working less than the normal hours per day of full-time employment and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked up to the normal hours worked by full-time employees in the working day, after which the overtime provisions of Article 16.02, paragraph (i) shall apply.
- 16.08 An employee called to work from their home due to some emergency work situation, shall be compensated at one and one-half (1 ½) times their normal rate of pay for the call out hours worked with a minimum guarantee of three (3) hours pay at the overtime rate.

16.09 STANDBY ON REGULAR DUTY

- a) An employee designated by the Employer to be immediately available to return to work during a period in which they are on regular duty, shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each three and one-half (3-1/2) hours on standby or major portion thereof.
- b) An employee, on standby, who is unable to report to work when required, shall receive no compensation for the normal standby period.
- c) An employee called to work during a period in which they are required to be on standby shall be compensated for the standby period in addition to their applicable rate of pay for the hours worked.

16.10 ON CALL OUTSIDE OF REGULAR DUTY

- a) An employee designated by the Employer to be on call outside of regular duty, shall be paid the amount of one-half (1/2) hour's pay, compensated in time or money, at their regular rate for each three and three-quarters (3-3/4) hours on call or major portion thereof.
- b) An employee required to report to work while on call shall be compensated, in time or money, in accordance with Article 16.09.
- c) Employees leaving their place of residence to pick-up or return keys, cell phone, changing the call forward, or any other items necessary to the operation of the program at the Employer's facility shall be compensated at the rate of one (1) hour at straight time for each occurrence. If the Employee leaves the programs with any of the above-mentioned items, due to their own forgetfulness, they will be required to return the items without compensation.

16.11 Employees taking part in outside structured trips (such as camping, and extended day trips) shall be compensated as follows:

- i) on a day which is a normal workday – up to a maximum of three and three-quarters (3-3/4) hours compensatory

time off with pay in addition to the regular pay for that day;

- ii) on a day which is a normal day off – up to a maximum of twelve (12) hours compensatory time off with pay.

For all hours outside normal shifts, such assignments shall be strictly voluntary.

ARTICLE 17 – PAID HOLIDAYS

17.01 The following shall be defined as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	Alberta Family Day
Christmas/New Year's/Floater	

The Christmas Floater Day shall normally be taken in the one week prior to or following Christmas Day. The Christmas Floater Day may be banked as per Article 17.07.

17.02 a) An employee is not entitled to holiday pay if the employee:

- i) does not work on a paid holiday when they are required or scheduled to do so, or
- ii) is absent from their employment without the consent of the Employer on their regular working day immediately preceding or following a paid holiday.

b) Part-time employees will be compensated for paid holidays pro-rated on their full-time equivalency.

17.03 When a day designated as a paid holiday under Article 17.01 falls during an employee's work week and the employee is not required to work, the employee shall be granted holiday leave on that day.

- 17.04 When a day designated as a paid holiday under Article 17.01 falls on an employee's regularly scheduled day of rest, and the employee is not required to work, the employee shall be granted holiday leave on the day observed as the paid holiday.
- 17.05 Notwithstanding Articles 17.03 and 17.04, an employee employed in a continuous operation whose regularly scheduled day off falls on an observed holiday shall receive another day off in lieu at their regular salary rate.
- 17.06 When an employee works on day observed as a paid holiday in the continuous operation which does not shut down for the paid holiday, or where an employee is required to work on the day observed by the Employer as a paid holiday, the employee shall receive:
- a) pay at one and one-half (1 ½) times their regular rate of pay for the hours worked, and
 - b) one (1) day off in lieu with pay at their regular rate of pay.
- 17.07 Where an employee is entitled to a day off in lieu of a paid holiday, the day off shall be scheduled at a time mutually agreeable to the employee and the Employer. An employee will be paid out in cash where the day off in lieu is not scheduled within three (3) months of the paid holiday.

ARTICLE 18 – ANNUAL VACATION LEAVE

- 18.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:
- Less than five (5) years of service: 15 working days
- 1 1/4 working days for each calendar month of employment (equivalent to a total of fifteen (15) working days per year), provided that when employment has commenced on or before the fifteenth (15th) day of any month, they shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, they shall earn vacation entitlement from the first day of the following month.

Five (5) or more years of service: 20 working days

1 2/3 working days for each month of employment in each subsequent vacation year(s), (equivalent to a total of twenty (20) working days per year).

Ten (10) or more years of service: 25 working days

2.08 working days for each month of employment in each subsequent vacation year(s), (equivalent to a total of twenty-five (25) working days per year).

Eighteen (18) or more years of service: 30 working days

2.5 working days for each month of employment in each subsequent vacation year(s), (equivalent to a total of thirty (30) working days per year).

- 18.02 An employee with less than two (2) weeks of earned vacation may request leave of absence without pay to provide for a two (2) week vacation period. Such requests are subject to the Employer's approval and shall not be unreasonably denied.
- 18.03 An employee entitled to three (3) weeks' vacation or more may bank up to a maximum of five (5) working days of annual vacation entitlement. The banked vacation entitlement must be taken within the next vacation year at the rate of pay prevailing when the vacation was earned and must be taken prior to using the current year's vacation. Banked vacation entitlements can be taken contiguous with current vacation only with the approval of the Employer.
- 18.04 An employee shall continue to earn vacation leave pursuant to Article 17.01 while on the following approved absences:
- a) extended sick leave for the first thirty (30) consecutive workdays, or
 - b) any other extended leave of absence, with or without pay, for the first fifteen (15) workdays.
 - c) Any leave in excess of fifteen (15) workdays where the employer is reimbursed by the union for the employee's wage/benefit cost.

- 18.05 Where an employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 18.06 If one or more paid holidays falls during an employee's vacation period, another day or days may be added at the end of the vacation period or at a time mutually agreeable to the employee and the Employer.
- 18.07 An employee shall not be paid cash in lieu of vacation earned, except upon termination in which case they shall receive vacation pay for such vacation earned but not taken.
- 18.08 Vacation leave may be taken:
- a) in one continuous period, or
 - b) in separate periods of not less than seven (7) consecutive calendar days, including normal days off.
 - c) up to an equivalent of five (5) vacation days may be taken individually in each vacation year, May 1st to April 30th.
- 18.09
- a) Vacation requests will be submitted by February 15th of each year. Approved vacation schedules will be posted by March 15th of each year. Once vacations are approved, they shall not be changed except by mutual agreement.
 - b) In the event of a conflict between employees as to scheduling of vacation entitlements, the senior employee shall have first choice of time.
 - c) Requests for vacation may be submitted after February 15th. Approval of such requests will be on a first come first served basis and the Employer will respond to the Employee within two (2) weeks of the request being submitted.
- 18.10 An employee may request up to one week of sabbatical leave for each year of employment in which no sabbatical leave has been taken. Such leave shall be unpaid and not unreasonably withheld.

ARTICLE 19 – SICK LEAVE

- 19.01 If an employee is ill at work or requires time off for the purposes of attending a medical, dental, optical, chiropractic or physiotherapy appointment, provided that they have been given prior authorization by the Employer and they work one (1) hour in a half day that they are absent for those purposes, such absence shall neither be charged against their minor illness entitlement, nor shall a deduction in pay be made for the time lost in the half-day in which they became ill or attended the appointment. For the purposes of this Article, a half-day is half of the hours of the day worked provided that the minimum daily regular hours are not less than seven (7) hours.
- 19.02 a) At the beginning of each calendar year, employees will be credited with twelve (12) days of short-term sick leave. Employees commencing employment after the start of the calendar year will accrue short term sick leave at the rate of 1 day per month of service until the end of the calendar year. The employee shall be deducted from the short-term sick leave entitlement each day or portion of a day sick leave used. Should the employee have less than the required number of days of entitlement available to cover their period of absence for illness, they shall receive no pay for the days not covered except where the employee is entitled to benefits under weekly indemnity or long-term disability plans.
- b) Employees may accumulate up to twenty (20) working days of unused short-term sick leave which will be banked and only available to supplement current short-term sick leave entitlement to cover the ten (10) working day waiting period for weekly indemnity benefits. This accumulation is only intended to bridge the gap for continuing employees who qualify for weekly indemnity in a year in which they have experienced a shorter term health problem which has reduced the short term sick leave provision they would require to cover the ten (10) working day waiting period for weekly indemnity.
- i) Current entitlement will be used first before any available days from the bank are drawn upon.
- ii) The twenty (20) working day bank or any portion of it can never be used for current sick leave.

- iii) The twenty (20) working day bank can only be drawn upon after acceptance for weekly indemnity benefits.
- 19.03 An employee is not eligible to receive sick leave benefits under this Article if:
- a) The absence is due to an injury while in the employ of any other employer, or subsequent absence(s) caused by that injury.
 - b) The absence is due to a compensable injury while in the employ of the Employer, or any subsequent absence(s) caused by that injury.
- 19.04 When a day designated as a paid holiday under Article 17 falls within a period of paid "Short-term disability" or "Long-term disability" illness leave it shall be counted as a day of paid "Short-term disability" or "Long-term disability" illness leave, as applicable, and under no circumstances shall an employee receive any additional entitlement in respect of that day.
- 19.05 The employee may be required to provide proof of illness upon return to work, where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate or other form as decided by the Employer.
- 19.06 Where there is a discernable pattern of sick leave misuse the Employer shall have the option to require proof as set out in Article 19.05. An employee shall be advised of the requirement to provide the proof of illness prior to their return to work. The Employer may also require the employee to submit proof of attendance at a medical, dental, optical, chiropractic or physiotherapy appointment when time off from work is granted to attend such appointments.
- 19.07 The Union and the Employer agree that "Short-term disability" and "Long-term disability" benefits as provided for under "Benefits" are intended only for the purposes of protecting any employee from loss of income when the employee is disabled.

ARTICLE 20 – MATERNITY LEAVE

- 20.01 An employee shall be granted leave without pay for maternity reasons on the following conditions:
- a) The leave period shall not exceed eighteen (18) months from the date of leaving employment to the date of return to employment;
 - b) the employee has completed ninety (90) days of continuous service at the time of application; and
 - c) the maternity leave commences at a time mutually agreed between the employee and Employer, within thirteen (13) weeks of the estimated delivery date and a written application is made by the employee at least six (6) weeks prior to commencement of such leave.
 - d) Written application will include intent to take standard parental benefits of thirty-six (36) weeks or extended parental benefits of sixty-two (62) weeks.
- 20.02 An employee granted maternity leave without pay, pursuant to Article 20.01 above, shall be granted a minimum of sixteen (16) weeks' leave, except where a shorter period is requested by the employee.
- 20.03 An employee granted leave without pay for maternity reasons pursuant to Article 20.01, shall be returned to her former classification upon her return to work. The employee will be required to give six (6) weeks' notice of her intention to return to work.
- 20.04 The employee and the Employer shall mutually determine the date that maternity leave commences, except:
- a) where the employee presents a medical certificate, which indicates that she is advised by her doctor not to continue working for health-related reasons, the employee shall be entitled to Sick Leave benefits under Article 19 until such time that maternity leave commences.

- b) where the employee indicates she requires leave to conform to the regulations applicable to the Employment Insurance Benefits.

20.05 Upon reasonable notice being given to the Employer, an employee shall be entitled to a leave of absence without pay for Adoption or Parental leave in accordance with the provisions of the Alberta Employment Standards Code. The employee shall furnish proof of adoption.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 a) Subject to Article 21.02, hereunder, time off without loss of regular earnings will be provided to Union Officers and members to conduct official Union business on the following basis:

- i) A Union Steward and a complainant for time spent in investigating a complaint; and
- ii) A Union Steward and a grievor for time spent in discussing a written grievance as set out in Grievance Procedure contained in this Collective Agreement; and
- iii) A Union Steward for time spent at a disciplinary interview.

b) Subject to Article 21.02 hereunder, time off without pay will be provided to Union members on the following basis:

- i) Members elected as representatives of the Unit to attend meetings of CUPE Local 838, on the understanding that wherever possible such Local 838 meetings will be held during periods when the elected members are off duty.

21.02 In all of the foregoing provisions time off shall be granted except where operational difficulties will arise. The Union shall supply the Employer with a written request for time off. Employees shall provide a minimum of five (5) work days' notice when requesting time off under Article 21.01, paragraph b). However, consideration shall still be given in cases where the five (5) days' notice is not able to be provided.

- 21.03 To facilitate the administration of Article 21.01, paragraph b), the Employer shall grant the leave of absence with pay and invoice the Union for the employee's salary or the replacement salary costs, whichever is greater.
- 21.04 An employee, not on leave of absence without pay, shall be granted upon application, special leave at their basic rate of pay. The circumstances under which special leave is granted, subject to Article 21.05, and the corresponding maximum number of workdays are as follows:
- a) bereavement
 - five (5) working days
 - b) critical illness leave
 - five (5) working days to allow an employee to attend to a relation who is terminally ill. The employee must provide a current medical certificate from a qualified medical doctor, which deems that the person is terminally ill.
 - c) be present at the birth or adoption proceedings of an employee's child
 - one (1) day
 - d) serious fire, flood or natural disaster damage in the employee's household
 - two (2) days
 - e) write examinations
 - as required for courses(s) approved by the Employer or courses required as a condition of employment.
 - f) moving household effects
 - one (1) day

- g) attending to a family member who is ill including:
spouse, common-law and same sex partner, child,
grandchild and parent.
 - five (5) days
- h) personal days
 - one (1) day

21.05 For purposes of determining eligibility for special leave under Article 21.04 above, the following provisions shall apply:

- a) bereavement – leave of absence will be granted (upon notification to the Employer) in the event of the death of the employee's spouse, common-law spouse or same gender partner in any of the following relations of an employee or spouse (including common-law spouse and same gender partner): parent, guardian, parent-in-law, grandparent, aunt, uncle, cousin, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
- b) critical illness leave – leave of absence will be granted (upon notification to the Employer) to allow an employee to attend to a relation who is terminally ill. The employee must provide a current medical certificate from a qualified medical doctor that deems that the person is terminally ill;
- c) Serious fire, flood or natural disaster damage in the employee's household – shall apply (upon notification to the Employer) for a critical condition which demands an employee's personal attention and cannot be served by others or attended to by the employee when normally off duty;
- d) moving household effects – shall apply to an employee who maintains a self-contained household and who changes their place of residence which necessitates the moving of their household effects during their normal working hours. The Employee shall notify the Employer in a reasonable timeframe prior to the required leave.

- 21.06 The maximum length specified for each circumstance requiring special leave, pursuant to Articles 21.04 and 21.05 (excluding bereavement leave), shall not be exceeded, however, special leave may be granted more than once for the same circumstances within a calendar year, providing the total special leave granted does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.
- 21.07 Two weeks' notice may be required for leave requested under Article 21.04, paragraphs e) and f).
- 21.08 Employees may apply for paid leave of absence (to a maximum of one (1) day per calendar year) or holiday/lieu time to attend the funeral of a friend. This leave may be taken in full day, half day or quarter day allotments.
- 21.09 Employees called for jury duty or to testify in a court proceeding will receive their regular pay less any amount received in compensation for court attendance.
- a) Employees called for jury duty or subpoenaed for court appearance will receive their regular pay for any such duty falling within their scheduled work hours. Any amounts received in compensation for such service, other than amounts adequate to cover incidental expenses, will be returned to the employer by the employee.
 - b) Employees may not collect pay for court actions which they have initiated except in extenuating circumstances with the approval of the Chief Executive Officer.
 - c) Employees may not collect pay for court actions arising from other employment or personal business activities.
- 21.10 Employees may apply for an unpaid leave of absence for personal reasons. The employee will return to a position in the same classification. The maximum leave will be twelve months. A leave of absence will not be granted to work for gain for another employer or to serve a jail term.

21.11 COMPASSIONATE CARE LEAVE

An Employee shall be granted an unpaid leave for up to twenty-seven (27) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death within twenty-six (26) weeks as established by a medical certificate. The Employee will accrue vacation, sick leave entitlement and seniority. Further, where such leave is for a period in excess of thirty (30) days, the Employee may choose to continue their benefit coverage by pre-paying both the Employee and Employer share of benefit premiums. On return from leave, Employees will be placed in their former position.

ARTICLE 22 – ACTING INCUMBENCY AND PROMOTION

- 22.01 To receive acting incumbency pay, an employee shall be assigned by the Employer to perform the principal duties of the higher-level position for a minimum period of two (2) consecutive work days, during which time they may also be required to perform some of the duties of their regular position. Upon the completion of the minimum two (2) day qualifying period in an acting incumbency position, an employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the two (2) day qualifying period.
- 22.02 When an employee qualifies for acting incumbency pay pursuant to Article 22.01, they shall receive a one step increase from their current salary, or, they may receive the minimum salary for the class of the higher-level position whichever is greater.
- 22.03 Only one acting incumbent may be designated as a result of any one employee's absence.
- 22.04 When an employee who has been serving in a temporary promotion capacity returns to their regular position, their salary rate and anniversary date shall be readjusted that which would be in effect if they had continuously occupied their regular position.

- 22.05 In cases of permanent promotion, the successful candidate shall be placed on a trial period of six (6) months. Conditional on satisfactory service, the employee shall be confirmed in the position at the successful completion of the six (6) month trial period. In the event the employee proved unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the higher position classification, they shall be returned to their former position, provided that such position is available, or to some other available position for which they are qualified.
- 22.06 An employee who is promoted to a higher-level classification shall receive a one-step increase from their current salary or the minimum salary of the pay range applicable to the higher classification, whichever is greater, provided that the maximum salary of the pay range applicable to the higher class is not exceeded.

ARTICLE 23 – PAYMENT OF SALARIES AND ALLOWANCES

- 23.01 The Employer shall pay salaries semi-monthly for the previous half (1/2) month in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.
- 23.02 Once they have the required qualifications, employees hired at a lower classification in the following occupational families shall progress through the succeeding higher levels, at no less pay than previously received, of the same occupational family. The occupational families are as follows:
- Youth Counsellor – Mentor
 - Youth Counsellor – Trainee
 - Youth Counsellor – I
 - Youth Counsellor - II

 - Youth & Family Counsellor – I
 - Youth & Family Counsellor - II

 - Counsellor – School Support I
 - Counsellor – School Support II

 - First Nations Resource Support Worker I
 - First Nations Resource Support Worker II

Support Worker I
Support Worker II

Psychological Assistant I
Psychological Assistant II

Accounting Clerk
Accounting Assistant

Therapist I
Therapist II

The current qualifications, subject to amendment, are as follows:

Youth Counsellor – Mentor moves to Youth Counsellor – Trainee upon enrolment in post-secondary education in Social Sciences, Child Care or Nursing.

Youth Counsellor - Trainee moves to Youth Counsellor I upon attainment of a Diploma/Degree in Social Sciences, Child Care or Nursing.

Youth Counsellor I – moves to Youth Counsellor II upon completion of four year's experience.

Youth & Family Counsellor I moves to Youth & Family Counsellor II upon completion of four years' experience which includes the experience the employee brought to Vantage Community Services.

First Nations Resource Support Worker I moves to First Nations Resource Support Worker II upon completion of four years' experience.

School Support Counsellor I moves to School Support Counsellor II upon completion of four years' experience.

Family, Foster and Outreach Support Worker I moves to Support Worker II upon completion of a Bachelor Degree in Social Service, Child Care or Nursing and four years of post-Bachelor level experience in a Support Worker role.

Psychological Assistant I moves to Psychological Assistant II upon attainment of a Master's Degree.

Accounting Clerk moves to Accounting Assistant upon formal enrolment in a third level professional accounting designation program. Therapist I moves to Therapist II upon completion of PhD Degree in psychology social work, family nursing, or a related field or upon completion of 10 years post Masters level clinical practice experience.

23.03 Pay statements shall be distributed to the employees on the 15th and the last day of the month. Should a paid holiday coincide with a regular pay day, the salary cheques shall be distributed on the previous day.

23.04 The Employer shall pay all legal and court costs related to any action initiated against an employee during the regular and proper performance of their assigned duties.

23.05 The Employer can assign the position of Shift Leader to employees in a Youth & Family Counsellor – I or II classification. The Employee does have the option to opt out of the assignment of Shift Leader.

Shift differentials as listed below effective April 1, 2020. Shift differentials cannot be stacked:

- | | | |
|----|-----------------------------------|-------------|
| a) | Shift Leader | \$1.00/hour |
| b) | Overnight Shift | \$0.50/hour |
| c) | Single-staffed Residential Shifts | \$0.50/hour |

ARTICLE 24 – NEW OR CHANGED CLASSIFICATIONS

24.01 To reflect the changing nature of the Vantage Community Services establishment, the Employer, during the life of this Collective Agreement may, with the agreement of the Union:

- a) alter rates of employee compensation, or
- b) alter any employee entitlement or employee rights which are contained within this Collective Agreement and upon such joint agreement these changes shall become the rates of compensation, entitlements or employee rights.

24.02 a) The Employer shall supply the Union with the class

specifications applicable to the existing positions in the bargaining unit and shall give written notice to the Union of the establishment of new or changed class levels affecting compensation.

- b) The Union may request a meeting with the Chief Executive Officer to discuss the pay rates applicable to the new or altered class level(s).
- c) Where no agreement is reached in respect to the pay rates referred to in 24.02 b) above, the Union or the Employer may submit the unresolved issue(s) to an Arbitration Board of adjudication.
- d) The Union's request for a meeting to discuss the pay rates referred to in 24.02 b) above, must be submitted to the Chief Executive Officer within seven (7) days of the receipt of notice of the new or changed class level(s) affecting compensation.
- e) One party's request for arbitration of the unresolved issue(s) referred to in 24.02 c) above, must be submitted to the other party, in writing, within thirty (30) calendar days of the date on which the meeting was held to discuss the new or changed class level(s) affecting compensation.
- f) The procedures, powers, limitations and effect of the Arbitration Board referred to in 24.02 c) above, shall be the same as those contained in Articles 11.05, 11.06 and 11.07.

24.03 Where a substantial change in job function can be demonstrated, an employee may request a review of their classification. The following process will apply:

- a) The employee will initiate the request in writing detailing substantial job changes.
- b) The employer will meet with the employee within thirty (30) days to review the request. Employees may elect to have a union representative present.

- c) Within fifteen (15) days of this review the employer will advise the employee of the decision on their application.

If the employee disagrees with the decision, they may initiate a grievance under the Grievance Procedure, Article 11 except that such classification reviews will not be subject to arbitration.

24.04

In the event that the employer changes the educational requirements for a classification, current employees will not have their employment status affected in any way by such change.

- a) Where the government changes the educational requirements for a classification, current employees will be given one (1) year's notice to upgrade their education without impact on their wage rate or classification.

24.05

Employees who are currently exceeding the maximum of their new classification, will maintain their current annual salary, until such time that the new classification salary rates reach that maximum annual salary.

ARTICLE 25 – EMPLOYEE BENEFITS PLANS

25.01 a) During the life of this Collective Agreement, the Employer will maintain an employee benefits programme consisting of the following elements:

- i) The Alberta Health Care Insurance Plan,
- ii) Extended health benefits coverage,
- iii) A Group Life Insurance Plan providing a benefit of one times (1X) annual earnings,
- iv) An Accidental Death and Dismemberment Insurance Plan with a maximum benefit of one hundred and fifteen thousand dollars (\$115,000),
- v) A Dental Plan, including 100% Class 1 coverage,
- vi) A Short-Term Disability Plan,

- vii) A Long-Term Disability Plan,
- viii) A Vision Plan, and
- ix) A Pension Plan.

Any changes to this programme will be made in consultation with the Union.

- b) Subject to Article 8, "Application", of this Collective Agreement, and excluding part-time employees working less than half (1/2) time hours, the Employer and the employee will contribute the following contributions to the benefit plan:

<u>Benefit</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
a) Long Term Disability	100%	0%
b) Short Term Disability	100%	0%
c) Life Insurance	100%	0%
d) A D & D	100%	0%
e) AHCIP	40%	60%
f) Extended Health Benefits	40%	60%
g) Dental Plan	40%	60%
h) Vision Plan	40%	60%

- c) Participation of employees in the plans listed in Article 25.01 a), iii), iv), vi), vii), above, is a condition of employment for all eligible employees. Participation of eligible employees in the plans listed in Article 25.01 a), ii), v), viii), ix) is a condition of employment unless the employee is already covered under a spouse's plan. Employees on Maternity Leave may choose to opt out of all plans listed under 25.01 a) for the term of the leave after completion of the six-week short term disability period.

25.02 All benefits coverage specified in this Article shall be in accordance with the terms and conditions contained in the various contracts of insurance of which the Employer is the policy holder. The Union shall be supplied with a copy of each policy of insurance and any subsequent amendments to these policies.

25.03 a) If an employee sustains an injury in the course of their duties with the Employer which causes them to be absent from work and as a result receives Workers' Compensation, they shall be paid a subsidy to make up part of the difference between what they

receive as Workers' Compensation and their rate of pay immediately preceding the injury, in accordance with the following schedule:

TIME OF EMPLOYEE INJURY:

SUBSIDY:

The first (1 st) year of employment	100% of the difference for each of the first fifteen (15) workdays on Workers' Compensation.
The second (2 nd) year of employment	100% of the difference for each of the first twenty (20) workdays on Workers' Compensation.
The third (3 rd) and fourth (4 th) year of employment	100% of the difference for each of the first forty (40) workdays on Workers' Compensation.
The fifth (5 th) year of employment	100% of the difference for each of the first fifty (50) workdays on Workers' Compensation.
The sixth (6 th) and subsequent years of employment	100% of the difference for each of the first seventy (70) workdays on Workers' Compensation.

25.04 Employees using the total benefit provided in Article 25.03 above, in any one (1) employment year, are not entitled to any further subsidy benefit for that year.

25.05 When an absence due to a compensable injury continues from one of the above-noted employment years into the next, the period during which the supplement will be paid is determined according to the employment year in which the absence commenced.

25.06 The eligibility period specified in Article 25.03 above, shall not apply in the event of a re-occurrence of a disability due to a previously claimed injury payable under the supplement within the same employment year, unless the employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

- 25.07 While an employee is on Workers' Compensation, the Employer shall continue to pay the Employer's share of the premium costs for the employee benefits plans listed in this Article.

ARTICLE 26 – GENERAL CONDITIONS

- 26.01 Proper space shall be provided by the Employer for employees to eat their meals and to change and store their clothes.
- 26.02 The Employer shall provide bulletin boards in an appropriate number to be placed in suitable locations to provide good employee access. The Union may post notices of meetings and such other notices as may be of interest to employees providing that, in all cases, such notices have been individually approved in writing by the Employer.

ARTICLE 27 – PRINTING OF AGREEMENTS

- 27.01 The Employer agrees to pay the cost of printing sufficient copies of the Collective Agreement to provide each present and new employee, filling a position in the bargaining unit, with one (1) copy of the Collective Agreement.
- 27.02 Each party further agrees to pay the full cost of printing additional copies that they individually order.

ARTICLE 28 - TERM OF AGREEMENT

- 28.01 This Collective Agreement shall be in full force and effect from April 1, 2019 to March 31, 2022 and shall remain in effect thereafter until a replacement Collective Agreement is established under the Alberta Labour Relations Code or the right to strike or lock-out occurs, whichever occurs first.
- 28.02 Any change deemed necessary in this Collective Agreement may be made by mutual agreement of the parties at any time during the life of this Collective Agreement.
- 28.03 Either party desiring to propose changes to this Collective Agreement shall, between the period of sixty (60) and one-hundred and twenty (120) days prior to the termination date, give

notice of intent to commence Collective Bargaining in writing to the other party. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Collective Agreement.

ARTICLE 29 – NOTICE OF RESIGNATION

- 29.01 An employee is required to provide the Employer with two (2) weeks prior notice of resignation if they wish to resign in good standing.

ARTICLE 30 – OCCUPATIONAL HEALTH & SAFETY

- 30.01 It is understood that employee's rights to legal recourse under the criminal code are acknowledged and supported. It is also understood that a clinical review of the circumstances of an assault with a Program Manager/Supervisor is appropriate and essential prior to the laying of any criminal charges. Such a review shall not preclude the possibility of charges being laid. Employees have the right to have a union representative present at a review.
- 30.02 The employer will establish a safety committee consisting of the Safety Officer, two management designates and two employee representatives designated by the Union. An increase in representatives by either party may be implemented by mutual consent.
- The mandate of this committee will be to review and make recommendations concerning issues of health and safety in the workplace.

ARTICLE 31 – ON THE JOB TRAINING AND PROFESSIONAL DEVELOPMENT

- 31.01 Employees attending optional in-service training during their regular hours of work shall receive regular wages for all hours in attendance at the seminar.

Employees attending optional in-service training outside of their regular hours of work shall do so with no entitlement to wages for their attendance.

- 31.02 Employees attending required in-service training during their regular hours of work shall receive regular wages for all hours in attendance at the seminar.

Employees attending required in-service training outside of their regular hours of work shall receive compensatory time off in lieu of regular wages for all hours in attendance.

- 31.03 Attendance at staff meetings is required and staff attending outside of their regular hours of work will receive compensatory time-off in accordance with Article 12 – Hours of Work, and Article 16 – Overtime. Attendance at in-service training during scheduled staff meetings will be compensated as outlined above.

- 31.04 The Employer shall post notices of available training courses and shall pay the cost of an academic or technical course approved by the Employer upon being provided with proof of successful completion of the course by the Employee.

Vantage Community Services Society
Schedule A
April 1, 2019 - March 31, 2020

Start Salary

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Youth Counsellor – Mentor	24,377	25,109	25,862	26,638	27,437	28,261	29,109
Youth Counsellor – Trainee	31,059	31,989	32,950	33,939	34,957	36,004	37,085
Youth Counsellor I	35,341	36,400	37,495	38,618	39,777	40,971	42,201
Youth Counsellor - II	38,815	39,981	41,180	42,415	43,689	44,998	46,348
Youth & Family Counsellor I	38,815	39,981	41,180	42,415	43,689	44,998	46,348
Youth & Family Counsellor II	42,968	44,256	45,584	46,952	48,361	49,810	51,305
Counsellor School Support I	38,815	39,981	41,180	42,415	43,689	44,998	46,348
Counsellor School Support II	42,968	44,256	45,584	46,952	48,361	49,810	51,305
First Nations Resource Support Worker I	38,815	39,981	41,180	42,415	43,689	44,998	46,348
First Nations Resource Support Worker II	42,968	44,256	45,584	46,952	48,361	49,810	51,305
Support Worker I	42,968	44,256	45,584	46,952	48,361	49,810	51,305
Support Worker II	45,121	46,475	47,870	49,306	50,786	52,309	53,879
Psych Assistant I	43,061	44,351	45,682	47,053	48,465	49,919	51,417
Psych Assistant II	48,944	50,413	51,924	53,484	55,087	56,740	58,442
Administrative Support I	29,388	30,268	31,177	32,111	33,073	34,065	35,089
Administrative Support II	36,570	37,666	38,797	39,959	41,156	42,395	43,667
Accounting Clerk	30,759	31,679	32,630	33,612	34,618	35,657	36,728
Accounting Assistant	36,452	37,547	38,672	39,832	41,028	42,259	43,526
Therapist I	59,359	61,140	62,974	64,864	66,809	68,814	70,879
Therapist II	68,814	70,879	73,006	75,196	77,452	79,776	82,169

Vantage Community Services Society
Schedule A
April 1, 2020 - March 31, 2021

Start Salary

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Youth Counsellor – Mentor	24,377	25,109	25,862	26,638	27,437	28,261	29,109
Youth Counsellor – Trainee	31,059	31,989	32,950	33,939	34,957	36,004	37,085
Youth Counsellor I	35,341	36,400	37,495	38,618	39,777	40,971	42,201
Youth Counsellor - II	38,815	39,981	41,180	42,415	43,689	44,998	46,348
Youth & Family Counsellor I	38,815	39,981	41,180	42,415	43,689	44,998	46,348
Youth & Family Counsellor II	42,968	44,256	45,584	46,952	48,361	49,810	51,305
Counsellor School Support I	38,815	39,981	41,180	42,415	43,689	44,998	46,348
Counsellor School Support II	42,968	44,256	45,584	46,952	48,361	49,810	51,305
First Nations Resource Support Worker I	38,815	39,981	41,180	42,415	43,689	44,998	46,348
First Nations Resource Support Worker II	42,968	44,256	45,584	46,952	48,361	49,810	51,305
Support Worker I	42,968	44,256	45,584	46,952	48,361	49,810	51,305
Support Worker II	45,121	46,475	47,870	49,306	50,786	52,309	53,879
Psych Assistant I	43,061	44,351	45,682	47,053	48,465	49,919	51,417
Psych Assistant II	48,944	50,413	51,924	53,484	55,087	56,740	58,442
Administrative Support I	29,388	30,268	31,177	32,111	33,073	34,065	35,089
Administrative Support II	36,570	37,666	38,797	39,959	41,156	42,395	43,667
Accounting Clerk	30,759	31,679	32,630	33,612	34,618	35,657	36,728
Accounting Assistant	36,452	37,547	38,672	39,832	41,028	42,259	43,526
Therapist I	59,359	61,140	62,974	64,864	66,809	68,814	70,879
Therapist II	68,814	70,879	73,006	75,196	77,452	79,776	82,169

Vantage Community Services Society
Schedule A

April 1, 2021 - March 31, 2022

Start Salary

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Youth Counsellor – Mentor	24,621	25,360	26,121	26,904	27,711	28,544	29,400
Youth Counsellor – Trainee	31,370	32,309	33,280	34,278	35,307	36,364	37,456
Youth Counsellor I	35,694	36,764	37,869	39,004	40,174	41,380	42,623
Youth Counsellor - II	39,203	40,380	41,591	42,839	44,125	45,447	46,811
Youth & Family Counsellor I	39,203	40,380	41,591	42,839	44,125	45,447	46,811
Youth & Family Counsellor II	43,397	44,698	46,039	47,421	48,844	50,308	51,818
Counsellor School Support I	39,203	40,380	41,591	42,839	44,125	45,447	46,811
Counsellor School Support II	43,397	44,698	46,039	47,421	48,844	50,308	51,818
First Nations Resource Support Worker I	39,203	40,380	41,591	42,839	44,125	45,447	46,811
First Nations Resource Support Worker II	43,397	44,698	46,039	47,421	48,844	50,308	51,818
Support Worker I	43,397	44,698	46,039	47,421	48,844	50,308	51,818
Support Worker II	45,572	46,939	48,348	49,799	51,293	52,832	54,417
Psych Assistant I	43,491	44,794	46,138	47,523	48,949	50,418	51,931
Psych Assistant II	49,433	50,917	52,443	54,018	55,637	57,307	59,026
Administrative Support I	29,681	30,570	31,488	32,432	33,403	34,405	35,439
Administrative Support II	36,935	38,042	39,184	40,358	41,567	42,818	44,103
Accounting Clerk	31,066	31,995	32,956	33,948	34,964	36,013	37,095
Accounting Assistant	36,789	37,922	39,058	40,230	41,438	42,681	43,961
Therapist I	59,952	61,751	63,603	65,512	67,477	69,502	71,587
Therapist II	69,502	71,587	73,736	75,947	78,226	80,573	82,990