

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**PASTEY PLACE DETOX CENTRE OF  
FORT MCMURRAY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2545-01**

**July 1, 2019 – June 30, 2020**

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THIS AGREEMENT MADE THIS 1<sup>ST</sup> DAY OF \_\_\_\_\_, 2019 IN THE  
PROVINCE OF ALBERTA

BETWEEN

PASTEW PLACE DETOX CENTER OF FORT MCMURRAY  
(hereinafter called the "Employer")  
Party of the first part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545  
(hereinafter called the "Union")  
Party of the second part

**PREAMBLE**

The parties agree that there is mutual value in maintaining and enhancing harmonious relations between the staff and management of Pastew Place Detox Centre. To achieve this, meetings will be scheduled as per Article 3.05, between the Union and the Employer to discuss issues of common concern and to promote staff morale and well-being within the Centre.

The purpose of the Agreement is to establish wages, working conditions and to provide an orderly means to resolve differences arising from this Agreement.

We acknowledge that we are on Treaty 8 territory, a traditional meeting grounds, gathering place and travelling route to the Cree, Dene, and Dane-zaa (Beaver), and Metis. We acknowledge all the many First Nations, Metis, and Inuit whose footsteps have marked these lands for centuries.

## **ARTICLE 1 – TERM OF AGREEMENT**

1.01 The term of this Agreement shall be from July 1, 2019 to June 30, 2020. The Agreement shall be binding and continue from year to year thereafter unless notice had been given by either party. Such notice shall be given in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) working days prior to the expiry date. Within twenty (20) working days of the receipt of such notice by one party, the other party is required to meet and enter into negotiations for a new Collective Agreement. This Collective Agreement shall remain in effect during the period of negotiations and until a new Collective Agreement is signed or a strike or lock-out occurs.

### **1.02 Changes in Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **1.03 Agreement to Continue**

In the event a new Agreement has not been reached by the termination date of this Agreement, this Agreement will remain in effect.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its operation and the direction of the working forces, including the right to select and hire employees, promote and/or transfer any employee, discipline or discharge any employee for just cause.

The Employer shall exercise its rights in a fair and reasonable manner and it shall not direct the work force in a discriminatory manner.

## **ARTICLE 3 – UNION RECOGNITION AND REPRESENTATION**

### **3.01 Union Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local 2545 as the sole and exclusive bargaining agent for all employees as outlined in the Labour Relations Certificate #466-90, excluding the positions of Executive Director, Assistant Director, Program Manager and Program Facilitator.

### **3.02 Right of Fair Representation**

a) Representative(s) of the Canadian Union of Public Employees shall have reasonable access to the Employer's premises in order to investigate and assist in any differences and/or meetings arising out of this Collective Agreement.

b) Such access shall require prior approval of the Executive Director or the Assistant Executive Director. Such access shall not be unreasonably denied.

- c) At the request of the employee, one Union Officer from Pastew Place Detox Centre shall be allowed to attend grievance meetings up to and including arbitration, with no loss of pay.

The Employer shall not enter into any agreement with any individual employee or group of employees in the Bargaining Unit with respect to the terms and conditions of employment in the Collective Agreement unless agreed to by the Union and the Employer.

### 3.03 Union Officers and Committee Members

The Union shall supply the Employer with names of its officers in writing and shall be notified immediately of any changes.

Pastew Place Detox Centre shall supply the Union with the name of the President/Chairman of the Board of Directors, and the Executive Director or the Assistant Executive Director with whom the Union may contact.

The Employer will invite the Union, via normal correspondence, to the Annual General Meeting and will supply the Union with the updated roster of the Board of Directors within one (1) week of any changes.

### 3.04 Circulation of Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass between the Executive Director of Pastew Place Detox Centre, the President of the Union, and the Site Vice President with copies to the Secretary of the Union.

### 3.05 Labour Management Committee

- a) The parties agree to establish a Labour-Management Committee consisting of three (3) members of Local 2545 and three (3) representatives of the Employer to discuss the following general matters:
- i. Considering constructive concerns of all activities, so that better relations exist between the Employer and employees.
  - ii. Promoting health and safety practices.
  - iii. Reviewing suggestions as received from employees.
  - iv. Correcting conditions which can lead to potential grievances and/or disharmony in the workplace.
  - v. Reviewing other similar matters that may arise from time to time.
- b) An Employer representative and Local representative shall each be designated by their own side as joint Chairperson and shall alternate in presiding over the meetings.

- c) The Committee shall meet at least every six (6) months or at the call of either Chairperson. No employee shall suffer loss of pay for time spent with this Committee.
- d) Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.
- e) The Committee shall not have any jurisdiction over pay or any other item of collective bargaining, including the administration of this Collective Agreement. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions.

**3.06 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**ARTICLE 4 – DEFINITION OF EMPLOYEES**

**4.01 Employee**

A person employed by the Pastew Place Detox Centre.

**4.02 Permanent Employee**

An employee, full time or part time, that has completed the probationary period. Permanent employees shall be entitled to all the terms and conditions of this Agreement.

**4.03 Permanent Full Time Employee**

An employee who normally works a regular schedule, as pursuant to Article 9.

**4.04 Permanent Part Time Employee**

An employee whose regular schedule provides for less than a permanent full-time employee hours.

**4.05 Probationary Employee**

A permanent employee who has been hired to fill a vacancy and who is serving the required probationary period. Probationary employees shall be entitled to all terms and conditions of this Agreement except for Articles 19.02 Sick Leave, 13.11 personal business day, or where specifically omitted and are excluded from Article 6 grievance procedure in case of dismissal.

#### 4.06 Casual Employees

Shall mean an employee (other than a probationary employee) who is hired to replace a permanent employee who is absent for any reason whatsoever. A casual employee shall regularly advise the Employer of their availability. A casual employee shall have deemed to have terminated their employment if they have not worked in a sixty (60) day consecutive period, providing shifts have been offered to that employee.

#### 4.07 Probationary Period

The probationary period for all employees, other than casual employees shall be three (3) months in length. If required, the employee's probationary period may be extended up to an additional three (3) months, provided the reasons for the extension are given in writing to the employee and the Union.

#### 4.08 Volunteers, Work Experience and Government Sponsored Programs

The Union recognizes the right of the Employer to utilize volunteers, work experience students, and to participate in Government Employment Programs. The terms and conditions of such utilization shall be determined by the Employer and fall outside of the scope of this Agreement. The use of volunteers, students and those under government sponsored programs shall not result in the reduction of hours of work, lay-off or discharge of any employee covered by clauses 4.02 and 4.05.

#### 4.09 Job Descriptions

Within thirty (30) days of signing of this Agreement the Employer agrees to review all Job Descriptions for all positions for which the Union is a bargaining agent. These Job Descriptions shall be presented and discussed with the Union within thirty (30) days, if amended, and upon agreement shall then become the recognized Job Descriptions.

### **ARTICLE 5 – BARGAINING COMMITTEE**

#### 5.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed from the employees of the bargaining unit and consist of not more than two (2) members. The Union may appoint one (1) alternate member, who will be paid to replace an absent member of the Bargaining Committee and who may attend any meeting at no cost to the Employer. The Union will advise the Employer of the names of the Bargaining Committee. The Union shall have the right to have Union Representatives present at the bargaining table.

The Union Bargaining Committee shall consist of no more than five (5) members, including the President of Local 2545, the CUPE National Representative and one (1) alternate.

Employee representatives of the Union shall not suffer any loss of pay or benefits for time involved in collective bargaining with the Employer.



## 5.02 Management Bargaining Committee

A Bargaining Committee representing the Employer shall be appointed by the Board of Directors of the Pastew Place Detox Centre. It shall consist of no more than four (4) members and one (1) alternate. The Employer shall advise the Union of the names of the Bargaining Committee members.

## ARTICLE 6 – GRIEVANCE PROCEDURE

### 6.01 Definition of Grievance

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

Grievances shall be either:

- a) Individual Grievance relating to or affecting a specific employee or employees individually, or;
- b) Policy Grievance relating to or affecting two (2) or more employees, or grievances involving a question of general application or interpretation relating to this Agreement.

### 6.02 Settling of a Grievance

In the event of any differences arising they shall be settled in the following manner:

#### Step 1:

The employee shall first seek to settle the dispute through discussion with the Assistant Executive Director; the employee may choose to have a Shop Steward present.

The Assistant Executive Director shall submit a written reply stating reasons to the employee and the Union within three (3) days.

#### Step 2:

If the dispute is not resolved with the Assistant Executive Director at Step 1, it shall be reduced to a written Grievance form from the Union, and submitted to the Director of the Pastew Place Detox Centre within ten (10) days of the reply from Step 1.

The Director or designate shall submit a written reply to the employee and the Union within ten (10) days of the submission of the grievance at Step 2.

#### Step 3:

If the dispute is not resolved at Step 2, the original grievance shall be submitted at Step 3, to the Chairperson of the Board of the Pastew Place Detox Centre within ten (10) days of the written reply at Step 2.

The Chairperson of the Board, or designate, shall submit a written reply to the employee and the Union within ten (10) days of the submission of the grievance at Step 3.

**6.03 Arbitration**

Failing settlement at Step 3, either party may refer the grievance to arbitration, as outlined in the Alberta Labour Relations Code, within ten (10) days of the written reply at Step 3.

6.04 If the parties agree, the grievance may be referred to a single Arbitrator.

6.05 Each party shall pay:

- a) The fees and expenses of the nominee it appoints.
- b) One-half of the fees and expenses of the Chairman.

**6.06 Time Limits**

- a) If the Union fails to process the grievance within the time limits specified, the grievance shall be deemed to have been abandoned.
- b) If the Employer fails to respond within the time limits specified, the grievance shall be upheld.
- c) The time limits shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- d) The time limits fixed on the grievances procedure may be extended by written consent of both parties.

**6.07 Variance from Grievance Procedure**

Grievances arising from suspension without pay or dismissal shall be filed by the Union at Step 3.

6.08 The parties may, with mutual agreement, take the grievance to a mutually agreed upon third-party mediator for possible resolution prior to arbitration. The mediation agreement does not take away the ability to forward the grievance to arbitration and the timeline for arbitration must be mutually agreed to be placed in abeyance.

**ARTICLE 7 – VACANCIES, LAY-OFFS AND RECALLS**

7.01 When a vacancy for a full or part time position, or when a promotion occurs, or a new position is created within the bargaining unit, the Employer shall:

- a) Post the position on the bulletin board for a period of 10 calendar days to enable current employees to apply for the position.
- b) Notify the Union in writing that the position shall remain vacant immediately when decided or within two (2) months of the position becoming vacant.

7.02 The Employer agrees to recognize qualifications, ability, performance, and seniority in consideration of internal applicants prior to external postings.

7.03 Notice of Lay-off

In the event of a lay-off of employees, the employee shall be laid off in the reverse order of seniority. The Employer shall notify the employee(s) to be laid off fifteen (15) days prior to the effective date of lay-off or shall make payment in lieu of such notice.

7.04 Employees having four (4) years or more of service shall receive notice as outlined in the Employment Standards Code.

7.05 Recall

Employees who have been laid off shall be recalled to work when it becomes available on the basis of their seniority. An employee who is laid off shall retain seniority and the right to recall for fourteen (14) months. Recall notice shall be sent by email and registered letter and copied to the Union. Upon notice of recall, an employee shall be required to return to work within two (2) weeks of the date the notice was received. If the notice of registered mail is returned to the Employer unsigned, or an employee refuses or fails to report to work within two (2) weeks, the Employer shall notify the Union and the employee shall lose all rights to recall and will be deemed to have resigned.

7.06 No new employees shall be hired by the Employer until all eligible employees on layoff have been given the opportunity to return to work.

7.07 An employee who is on the recall list shall be eligible for recall to temporary positions for which they are qualified and will be given first priority for open shifts or blocks of shifts, including but not limited to vacation leave, maternity/parental leave, leave without pay or sick leave coverage.

Employees on the recall list will have first call-in priority, by order of seniority, for all open shifts prior to casual staff being called.

There shall be no adjustment to the 14-month recall period due to any temporary or casual employment.

If there is no permanent work available after the 14-month recall period, the employee shall be removed from the recall list and be considered to have been permanently laid off and is eligible for severance in accordance with Employment Standards Code.

Employees removed from the recall list may be placed on the casual list for future employment opportunities.

7.08 All employees affected by layoff who are eligible for recall shall be entitled to the assistance of a Union Representative.

## **ARTICLE 8 – SENIORITY**

- 8.01 Seniority is defined as the length of continuous service in a permanent position in the bargaining unit upon successful completion of the probationary period.
- 8.02 After successful completion of the probationary period, seniority shall be effective from the last date of hire.
- 8.03 The Employer shall maintain a seniority list showing the date upon which employee's service commenced. A seniority list will be sent to the Union in January and June of each year.

### **8.04 Loss of Seniority**

An employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall lose their seniority and employment in the event:

- a) Employee is discharged for just cause.
- b) Employee resigns in writing, provided that the resignation is not withdrawn within four (4) working days. It is understood that an employee may only withdraw a resignation once during the term of this contract.
- c) Employee is laid off for a period of longer than 14 months.

## **ARTICLE 9 – HOURS OF WORK**

- 9.01 a) A work day is defined as the twenty-four (24) hour period starting at 7:00 a.m. to 7:00 a.m. of the following calendar day.
- b) The work week shall be from 7:00 a.m. on Sunday to 7:00 a.m. on the following Sunday.
- c) The Employer recognizes coffee breaks and meal breaks, which will be taken when practical. Such breaks shall be taken at the place of employment unless prior permission to leave has been obtained from the supervisor and shall then be unpaid.
- 9.02 It is understood that work shall provide for a continuous operation and as per Alberta Health Services, the Pastew Place Detox Centre shall remain open three hundred and sixty-five (365) days a year.
- 9.03 a) Work shifts shall be twelve (12) hours in length on a recurring basis for all Permanent full time Detox Client Aide Workers as follows:
- i. Four (4) days on, four (4) days off.
  - b) Whenever a shift becomes available, it will first be offered to casual employees provided that their total hours does not exceed eighty-four (84) hours in a pay period for each casual employee. Any

additional shifts that become available will then be evenly offered first to permanent employees (offered in order of seniority) and then casual employees (offered in order of seniority).

- c) At the time of change from Standard to Daylight Saving Time, employees working the night shift shall each work eleven (11) hours and be paid for eleven (11) hours. When reverting from Daylight Saving Time to Standard Time, employees will each work thirteen (13 hours) and be paid accordingly, with one (1) hour at the overtime rate.
  - d) Shifts may be exchanged mutually between permanent full-time staff, provided affected employees agree in writing, approved by the supervisor, and such exchange does not adversely impact upon the operation of the Centre. If any employee subsequently fails to honor the mutual agreement, the Employer has the right to hold back from the employee's pay an amount sufficient to ensure that the other employee suffers no loss of pay or benefit. Overtime shall not be paid for any hours that result in an increase of hours beyond an employee's regular schedule due to a shift change.
- 9.04 Employees shall advise the immediate supervisor or designate, within two (2) hours prior to the start of a day shift, or within four (4) hours prior to the start of a night shift if they are going to be absent. In the event that such notice is not provided, the employee may be considered absent without leave.
- 9.05 All shifts for permanent employees shall be posted twenty-eight (28) days in advance.
- 9.06 All permanent employees shall have their days off designated.
- 9.07 Part-time employees who wish to be called for additional hours of work shall provide the Employer with their availability one month in advance.
- 9.08 Notification of shift change will be given fourteen (14) days in advance. Failure to give notice shall result in one and one half (1 ½) times the regular rate of pay to be paid on the first working day. The Employer shall retain the right to make a shift change whenever an emergency situation arises, whereupon clause 9.08 shall not apply.
- 9.09 Staff meetings shall be scheduled every month.
- a) Employees who are scheduled to attend on their off days shall be paid a one (1) hour minimum for attendance at overtime rates.
  - b) Casual and part-time employees may be scheduled for staff meetings and shall be paid at a one (1) hour minimum at their regular rate of pay.
  - c) Employees scheduled to attend staff meetings on their work days shall be paid at straight time with overtime rates applying for all hours worked beyond their regularly scheduled hours.

## **ARTICLE 10 – OVERTIME**

- 10.01 Full time, Part time and casual employees shall be paid at an overtime rate of one and one half (1 ½) times their regular pay rate when hours worked exceed twelve (12) hours per day or when hours

worked exceed eight-four (84) hours per pay period. Leaves with pay, including vacation, sick leave or personal business day, are not reflected in hours worked for the purpose of overtime calculations.

Part time and casual employees shall be paid at an overtime rate when hours worked exceed twelve (12) hours per day or when hours worked exceed eight-four (84) hours per pay period.

- 10.02 All overtime shall be authorized in advance by the Employer.
- 10.03 No shift differential or premium of any kind will be used in calculating overtime.
- 10.04 Overtime shall be divided as equally as possible among all employees who are willing and qualified to perform the available work. Overtime will be offered in the following order:
- a) Full time employees
  - b) Part time employees once their hours of work exceed eighty-four (84) hours per pay period.
  - c) Casual employees once their hours of work exceed eighty-four (84) hours per pay period.
- 10.05 A full time employee who is called in to work outside of regular working hours shall be paid for a minimum of two (2) hours at overtime rates, whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

#### **ARTICLE 11 – STATUTORY HOLIDAYS**

- 11.01 Permanent full-time employees shall be paid statutory holiday pay for twelve (12) hours at their regular rate of pay for the following holidays regardless of whether or not they are scheduled to work:

New Year's Day	Heritage Day (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- 11.02 In addition to statutory holiday pay, an employee who is scheduled to work on a day designated as a holiday shall be paid at the rate of one and one half (1 ½) times the normal rate of pay for the hours worked during the designated holiday.
- 11.03 If an employee is on leave without pay, they shall not be entitled to pay for the paid holiday(s) occurring in that period.
- 11.04 Permanent part-time employees who work on a statutory holiday shall be paid one and one half (1 ½) times their normal rate of pay for the hours worked on the statutory holiday. They shall be paid on each pay cheque five percent (5%) of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of receiving paid statutory holidays pursuant to Article 11.01.

11.05 Casual employees who work on a statutory holiday shall be paid one and one half (1 ½) times their normal rate of pay for the hours worked on the statutory holiday. They shall also be paid on each pay cheque; five percent (5%) of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of receiving paid statutory holidays pursuant to Article 11.01.

## **ARTICLE 12 – VACATIONS**

12.01 All permanent full-time employees shall earn annual vacation with pay according to their years of employment as follows:

Two (2) blocks vacation with pay after one (1) year

Three (3) blocks vacation with pay after three (3) years

Four (4) blocks vacation with pay after seven (7) years

Five (5) blocks vacation with pay after ten (10) years

A block is defined as four (4) days of work as per Article 9.03(a).

12.02 Permanent part time employees shall receive annual holiday pay as follows:

Four percent (4%) after one (1) year of consecutive employment

Six percent (6%) after three (3) years of consecutive employment

Eight percent (8%) percent after seven (7) years of consecutive employment

Ten percent (10%) after thirteen (13) years of consecutive employment

12.03 Casual employees shall receive annual holiday pay based on four (4%) percent.

12.04 The Employer will circulate a "Request for Vacation" list to all employees by January 31<sup>st</sup> of each year. A vacation schedule will be prepared by the Employer in consultation with the employees, and will be posted by March 31<sup>st</sup>. The vacation schedule will not be changed unless mutually agreed by the employee and the Employer.

When establishing the vacation schedule, preference will be given to employees with the most seniority.

12.05 Employees may choose to take a single day of vacation.

12.06 An employee who resigns or is terminated shall receive vacation pay in lieu of such vacation earned but not taken.

- 12.07 Part time employees, at date of commencement, can choose to receive their holiday pay on each pay cheque or can bank their vacation pay to be paid at the time an employee takes their annual vacation leave.
- 12.08 Permanent part time employees shall receive comparable time off, without pay, for vacation purposes, as would be provided permanent full-time employees. Those permanent part-time employees who have chosen to bank their vacation pay shall have it paid to them when they take their vacation pay as per Article 12.06.

### **ARTICLE 13 – LEAVE OF ABSENCE**

#### **13.01 General Leave**

All leave of absence requests shall be in writing and will be without pay and without loss of seniority when requesting such leave for good and sufficient cause.

An employee must apply for leave of absence, and this leave of absence must be approved in writing by the Employer. Such approval shall not be withheld without just cause.

Any employee who is absent for three consecutive shifts without the written approval of the Employer, except in the case of emergency or illness, may be considered to have terminated their employment.

#### **13.02 Bereavement Leave**

- a) An employee shall be granted up to forty-eight (48) hours of leave, without loss of pay and benefits, in the case of the death of an immediate family member.

Immediate family members include: Parents, partner, common-law partner, fiancé (e), brothers, sisters, children (including step, foster and ward), parent-in -laws, grandparents and grandchildren, of the employee or of the employee's partner.

- b) An employee shall be granted up to thirty-six (36) hours of leave, without loss of pay and benefits, in the case of the death of an extended family member.

Extended family members include: Aunts, uncles, former guardian, an elder of the employee's aboriginal tribe, and any relatives permanently residing in the employee's household.

- c) The leave shall be taken:

- i. on regularly scheduled consecutive workdays immediately following the death, or,
- ii. the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled for a later date.



- iii. it is recognized by both parties that the conditions which call for bereavement or critical illness leave are based on individual circumstances, religions, cultures, customs and traditions.

#### **13.03 Critical Illness Leave**

Every year, an employee shall be granted a total of forty-eight (48) hours of leave, without loss of pay and benefits, for the purpose of caring for immediate family members who are critically ill. The Employer may require a medical certificate in cases of critical illness.

Immediate family members include: Parents, spouse (same-sex included) common-law spouse, fiancé, brothers, sisters, children (including step, foster or ward), parent-in-laws, grandparents and grandchildren.

#### **13.04 Critical Illness of a Child**

An employee shall be granted an unpaid leave of absence of up to thirty-six (36) weeks for parents of critically ill or injured children, without loss of seniority.

#### **13.05 Critical Illness of an Adult**

An employee shall be granted an unpaid leave of absence of up to sixteen (16) weeks for the critical illness of an adult who is a family member as defined below, without loss of seniority.

#### **13.06 Leave to Receive Treatment**

An employee shall be granted up to forty-five (45) days of protected leave, without loss of seniority or benefits, to address issues of addiction at an inpatient or outpatient rehabilitation centre for a minimum of twenty-eight (28) days. If personal circumstances permit, inpatient treatment is preferred. Employees will provide proof of admission to a facility. Consideration will be given for other illnesses that require admission to a treatment centre.

Upon return to work, the employee, the Employer and the Union, will meet to discuss and draft a return to work agreement that will include expectations and timelines.

#### **13.07 Maternity and Parental Leave**

Maternity and Parental leave shall be granted pursuant to the Employment Standards Code for permanent employees.

#### **13.08 Pall-Bearer**

An employee shall be granted one (1) day off with pay to attend a funeral as a pall-bearer.

#### **13.09 Time off for Elections**

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election or referendum.

### 13.10 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her their employment shall be considered as time worked at the appropriate rate of pay.

### 13.11 Union Leave

Upon responsible and timely request to the Employer, an employee elected or appointed to represent the Union at its functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for pay and benefits of the employee within thirty (30) days of billing.

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Federal, Provincial or Municipal election. Employees may continue benefits through the Employer at the employee's cost. If elected, the employee shall be granted leave of absence without loss of seniority for the term of the elected office.
- b) In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they shall be given leave of absence for a period of up to two (2) years and extended in the event of re-election.
- c) Leave of absence without pay for full-time or part-time Union employment shall be granted under the following conditions:
  - i. In the event that an employee becomes a full-time or part-time official of the Local Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office. Such leave shall be deemed not to interrupt the employee's continuity of service.

Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.

- ii. Upon application, the Employer shall agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year and may be extended in writing with thirty days' notice.

Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

iii. The Employer will continue all employee contributory benefits of the employee on leave, on full payment of all contributions by the Union.

d) Employees on extended Union leave shall endeavour to attend all new educational and training opportunities provided by the Employer where at all possible.

i. For employees working outside of the Regional Municipality of Wood Buffalo, they shall be responsible to ensure they are up on current practices upon their return to the work place.

ii. The Employer shall provide an opportunity to the employee to attend alternate training at the expense of the Union or in-house training as required.

#### **13.12 Compassionate Leave**

The Employer shall grant an unpaid leave of absence up to twenty-seven (27) weeks without loss of seniority to an employee who has been approved for Compassionate Care Benefits pursuant to the Employment Insurance Regulations. Requests for compassionate leave are to be made in writing and submitted two (2) weeks in advance of the leave. Where possible and reasonable, the leave shall be granted sooner than the two weeks.

Leave will be available for multiple week installments within the period outlined in the medical certificate.

Employee may also apply for and be granted leave of absence without pay and without loss of seniority, for up to three (3) additional months under this article. Such requests shall be put in writing with the written consent stating the dates on which the leave of absence begins and ends.

#### **13.13 Personal Business Day**

All permanent full-time employees shall be granted two (2) days off per year with pay for personal business.

#### **13.14 Domestic Violence Leave**

All employees shall be granted up to 10 days of unpaid leave per year without loss of benefits or seniority, if addressing a situation of domestic violence.

An employee may access their sick leave credits for the period of the leave.

#### **13.15 Citizenship Ceremony Leave**

An employee shall be granted up to eight (8) hours of paid leave without loss of seniority to attend a Citizenship ceremony.

#### **13.16 Death or Disappearance of a Child**

Employees whose child disappeared as a result of a crime will be granted a leave of absence of up to 52 weeks without pay and without loss of seniority.

Employees whose child died as a result of a crime will be granted a leave of absence of up to 104 weeks without pay and without loss of seniority.

13.17 Family member for the purposes of Article 13.04, 13.05, and 13.12 include employee's family members or the family members of the employees:

- i. Partner
- ii. Children and their partner
- iii. Current and former foster children and their partner
- iv. Current or former wards
- v. Parents, stepparents and current or former guardians and their partner
- vi. Current or former foster parents
- vii. Siblings, half-siblings, stepsiblings and their partner
- viii. Grand children, step-grandchildren and their partner
- ix. Grandparents, step-grandparents
- x. Aunts, uncles, step-aunts, step-uncles and their partner
- xi. Nieces, nephews and their partner
- xii. A person the employee isn't related to but considers to be like a close relative

#### **ARTICLE 14 – NOTICE OF RESIGNATION**

14.01 An employee wishing to resign shall provide the Employer with fourteen (14) days' notice, in writing.

14.02 An employee who is absent and who has not informed the Employer after three (3) consecutive days will be deemed to have abandoned their position, unless it can later be shown that special circumstances prevented notification.

#### **ARTICLE 15 – SHIFT DIFFERENTIAL**

15.01 A premium of twenty-five cents (\$0.25) per hour will be paid for any shift commencing between 7:00 p.m. and 7:00 a.m. Monday to Sunday, and a premium of fifty cents (\$0.50) per hour will be paid for any day shift commencing between 7:00 a.m. Saturday and 7:00 p.m. Sunday and on any statutory holiday as defined in Article 11.01.

15.02 No shift differential or premium of any kind will be used in calculating vacation pay.

#### **ARTICLE 16 – TRAINING**

16.01 The Employer shall provide full orientation and the required introductory training prior to the expiration of the probationary period.

- 16.02 It is recognized that employees must receive appropriate training and instruction prior to carrying out their duties.
- 16.03 Where required, the Employer will provide the employees with necessary courses and re-certification. The Employer shall assume all costs relating thereto.
- 16.04 In town training, if occurring before or after an employee's regular scheduled shift or on an employee's regular scheduled day off, shall be paid at straight time, with the exception of C.P.R. and Standard First Aid courses which are mandatory courses. Mandatory courses shall be paid at an overtime rate in accordance with Article 10.01. The employee's regular scheduled shift may be adjusted to compensate for time spent in training.
- 16.05 Out of town training and travel, if occurring on an employee's regular scheduled shift or during the day when the employee is scheduled to work nights or during the nights when the employee is scheduled to work days, the employee shall receive pay at their regular rate of pay for their full shift.

If the employee is required to travel on their regular scheduled day off, the employee shall be paid for actual time spent traveling at their regular rate of pay.

16.06 Regular training may include:

- Annual training
- Client Assessment (intake, injuries, detox)
- Naloxone training
- Vital sign training
- Non-Violent Crisis Intervention
- Mental Health First Aid
- First Aid
- CPR
- Food Safety
- And any other training deemed necessary by the Employer.

The Employer will endeavour to provide training for all employees on a regular basis, funding permitting. This does not include mandatory training needed for regular job duties.

#### **ARTICLE 17 – NO DISCRIMINATION OR HARASSMENT**

- 17.01 The Employer and the Union agree that there shall be no discrimination, personal or sexual harassment, interference, restriction or coercion exercised or practiced with any respect to any employee in the matter of race, creed, colour, ancestry, national origin, political or religious affiliation, gender, gender identity, gender expression, or family status, marital status, place of residence, age, sexual orientation, physical or mental disability, source of income or by reason of the employee's membership or activity in the Union.
- 17.02 The Employer shall maintain a policy respecting discrimination and harassment. Any complaints from employees of this nature will be dealt with in accordance to this policy.

## **ARTICLE 18 – EMPLOYEE BENEFIT PLAN**

18.01 The Employer shall contribute one hundred percent (100%) of the premium costs for full time employees of the following benefits for employees and their families upon completion of their probationary period:

- a) Alberta Health Care Insurance Plan, or other such named plan, if premiums reintroduced by the Alberta government,
- b) Comprehensive Extended Health Insurance which includes Group Life, Accidental Death & Dismemberment, Dependent Life, Group Critical Illness, Short-Term Disability, Prescription Drugs, Extended Health Care, Vision Care, Emergency Travel Assistance, Dental Benefits and a health spending account.

18.02 The Employer shall implement a mutually agreeable long-term disability plan, which shall provide coverage for sixty-six and two-thirds percent (66 2/3%) of an employee's annual salary to age 65. The employee shall pay one hundred percent (100%) of the premiums through payroll deduction bi-weekly, in order to establish an advantageous tax position. Participation in the long-term disability plan shall be mandatory after completion of the probationary period.

While on long-term disability, an employee shall accumulate seniority and shall be entitled to all rights and benefits under this Collective Agreement. The Employer shall continue to pay for Comprehensive Extended Health Insurance benefits for the first three (3) months while an employee is disabled. The employee shall then be given an option to stay on the benefit plan at his or her own cost.

18.03 The Employer reserves the right to change plans and insurers provided that the level of coverage does not fall below current levels. Any proposed changes in the health benefits contract, policies or other agreements with the insurance underwriter shall be consulted with the Union before these changes are made.

### **18.04 Employee Assistance Program**

The Employer agrees to pay the full cost of enrolling all permanent employees of the Pastew Place Detox Centre in an Employee Assistance Program equal to that currently being.

## **ARTICLE 19 – SICK LEAVE**

19.01 Sick leave means the period of time an employee is absent from work with pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable by the Worker's Compensation Act.

19.02 Permanent full-time employees shall be credited with one (1) sick leave days of twelve (12) hours and on the first of each month thereafter be credited with an additional sick leave day. Employees shall carry over their unused sick leave days from year to year to the maximum accrual of ten (10) sick leave days.

- 19.03 If an employee does not use any sick days in a given calendar year, the employee shall be credited with an additional block of vacation entitlement that is to be used the following year.
- 19.04 Permanent part time employees shall earn sick leave on the basis of ten percent (10%) of total number of hours worked to a maximum of eighteen (18) hours.
- 19.05 In the case of an employee's resignation, sick days shall be prorated. In the case that an employee has exceeded their entitlement during their period of employment, these sick days shall be deducted from their last pay period.
- 19.06 An employee may be required to produce a certificate from a medical practitioner for any illness, after any period of time, certifying that the employee was unable to carry out their duties due to illness. In any case, proof of illness will be required for all absences in excess of four (4) consecutive working days.
- 19.07 In the event the Employer believes sick leave is being abused, an employee's sick leave record may be reviewed with the employee and their Union Steward. Should abuse of sick leave be determined, by Management, disciplinary action may be taken.
- 19.08 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence for less than four (4) hours shall not be deducted. Absence for more than four (4) hours shall be deducted for the time taken. This applies to permanent full-time employees as well as permanent part time employees who have been scheduled to work a twelve (12) hour shift.
- 19.09 Sick leave days shall be prorated if an employee, during the year, is on any leave of absence without pay or on a lay-off in excess of 30 calendar days.
- 19.10 If an employee is absent due to sickness beyond twelve (12) calendar days, the employee shall apply for short-term disability, with the Employer's assistance.

While the employee is on short-term disability benefits, the employee shall be considered on leave with pay and shall be entitled to all rights, benefits under this agreement.

If the employee's sickness requires the employee to be off work longer than one hundred and twenty (120) consecutive calendar days, the employee shall apply for the long-term disability benefits with the Employer's assistance.

**19.11 Personal and Family Responsibility Leave**

An employee shall be granted up to a maximum of five (5) days annually to care for an immediate family member, attend to personal emergencies and caregiving responsibilities related to the education of a child.

Employees may use their annual vacation or an unpaid leave of absence for the five (5) days without loss of seniority or benefits.

## **ARTICLE 20 – UNION MEMBERSHIP**

### **20.01 a) All Employees to be Members**

All employees of the Employer shall, as a condition of employment, shall become a member of the Union. As a condition of employment, all new employees shall become members of the Union immediately upon hire.

- b) The Employer agrees to deduct from the wages of every employee, an amount equivalent to the normal monthly union dues. Such deductions shall be forwarded to the Secretary-Treasurer of the Union, not later than the 15<sup>th</sup> day of the following month for which the dues were levied, and shall be accompanied by a list of employees from whose wages the deductions have been made, the total wages paid and identify full time and part-time; along with the employee's address, phone number, email address, and their seniority date.
- c) The Union will notify the Employer of the Union dues and of any changes to the Union's dues thirty (30) days in advance of such changes.

## **ARTICLE 21 – NO STRIKES, SLOW-DOWNS OR LOCK-OUTS**

21.01 During the life of this Agreement, there shall be no strikes, slow-downs or similar disruptions of service by the employees, nor shall the Union encourage such action, and further, there shall be no lock-out by the Employer.

## **ARTICLE 22 – DISCIPLINE**

22.01 The Employer shall notify an employee, in writing, of any dissatisfaction concerning their work within two (2) weeks of becoming aware of the event or complaint.

22.02 The employee may reply to such complaints, accusations or expressions of dissatisfaction within two (2) weeks.

22.03 The Employer's letter and the employee's reply will become part of the employee's personnel file. The Secretary of the Union shall be given a copy of both the Employer's letter and the employee's reply.

22.04 No evidence from an employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

22.05 Whenever the Employer deems it necessary to give a verbal warning to an employee indicating that future discipline may follow, said employee shall have Union representation at that time unless the employee refuses to have such Union representation.

### **22.06 Refusing Union Representation**

To refuse Union representation, the employee must meet with an elected representative of the Union and sign a waiver of representation prior to the meeting taking place.



## **ARTICLE 23 – PERSONNEL FILE**

23.01 Upon written request of the employee, the Employer shall provide access to and a copy of, when requested, all of the employee's personnel files. Access to the files shall be at a mutually agreed upon time with, and in the presence of, the Executive Director or Assistant Executive Director.

The Employer shall maintain a written record, signed by the employee, indicating date and time that the employee has examined their files.

23.02 The record of an employee shall not be used against them after eighteen (18) months following any letters of warning, reprimands, suspensions or other disciplinary action, provided that no subsequent disciplinary actions are issued to the employee at that time.

23.03 All letters of warning, reprimands, suspensions or other disciplinary actions shall be removed from an employee's personnel file at the employee's request after eighteen (18) months provided no subsequent related disciplinary actions are issued to the employee at that time.

23.04 All staff shall be required to provide a Valid Driver's License every six (6) months, and a Driver's Abstract at the Employer's request and expense.

23.05 Non-disciplinary letters, (i.e. Letters of Expectation) shall be removed from the employee's personnel file after eighteen (18) months provided no subsequent related disciplinary actions are issued to the employee at that time

## **ARTICLE 24 – CLASSIFICATION AND RATES OF PAY**

24.01 Classifications for the Pastew Detox Centre are identified as follows:

Detox Client Aide Worker  
Detox Client Aide/ Kitchen Aide

Job descriptions will be established for each position with copies made available for the employee and Union. The Employer may add new classifications, but the pay rate shall be subject to negotiation between the Union and the Employer with the latter being open to the grievance procedure if no agreement is reached.

24.02 The Employer shall pay employees' salaries every second (2<sup>nd</sup>) Friday into a financial institution of their choice.

24.03 A permanent full-time employee who is assigned the duties of any out of scope position for one (1) hour or more shall receive two dollars (\$2.00) above their basic rate of pay for all hours worked while assuming any of the duties of that position.

Such assignments shall be by mutual agreement between the employee and the Employer and will be temporary in duration. Such temporary assignments to out-of-scope positions shall be for no longer than one (1) month. Extension may be granted with permission of the Union. Employees who accept out of scope assignments shall continue to pay Union dues, retain their bargaining status and their

former position will remain secure.

#### **ARTICLE 25 – RATES OF PAY AND PAYMENT OF WAGES**

25.01 All employees will commence employment at the start rate and will be paid at the end rate after working a total of sixty (60) working shifts.

<u>Start Rate</u>	<u>End Rate</u>
\$22.29	\$24.83

- a) If the Employer secures additional funding over the current years' budget, the parties will meet to discuss a general wage increase comparable to the increase in the budget.
- b) This wage-reopener negotiation may include shift differential, an increase to statutory holidays, or personal business days in addition to a general wage increase.
- c) The Employer will provide the Union with a copy of the final budget and allocation of funding from all sources before the end of April each year.
- d) Any increase in wages will be retroactive to April 1<sup>st</sup> each year.

#### 25.02 Calculation of Pay

The Employer will average employees' pay to eighty-four (84) hours per every two (2) weeks of work (provided the employee has worked their scheduled hours). Any Additional hours worked above the employee's regular hours as per Article 9.03(a) will be subject to applicable overtime rates as per Article 10 and will be paid out on the next regular pay following the two (2) week cycle above.

#### **ARTICLE 26 – HEALTH AND SAFETY**

26.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Centre and as such, in order to prevent injury and illness, will abide by the Occupational Health and Safety legislation of Alberta.

#### 26.02 Immunization

When not covered by other health benefit providers, the Employer agrees to provide at their cost, immunization for all permanent employees against Influenza, Hepatitis A and B, Tuberculosis or any other communicable disease which may put employee's health at risk while working at the Pastew Place Detox Center.

Communicable disease will be defined as any disease which is common to the clients of the Pastew Place Detox Center and could pose a threat to the employees. The choice to have such immunization will remain at the sole discretion of the employee.

### **26.03 Joint Occupational Health and Safety Committee**

- a) A Joint Occupational Health and Safety Committee shall be established which is comprised of an equal number of Union and Employer representatives, with a minimum of one (1) Union and one (1) Employer member. The Joint Occupational Health and Safety Committee shall hold meetings for jointly considering, monitoring, inspecting, investigating and reviewing matters brought to the committee with a view to improve existing health and safety conditions and practices.
- b) The Committee shall meet quarterly.
- c) Each party will assign a co-chairperson to the Committee. The co-chairpersons shall alternate as Chairperson of the meetings.
- d) Copies of minutes of all committee meetings shall be sent to the Employer and the Union and shall be posted on the Employer's bulletin board.
- e) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement. The Employer shall endeavour to hold the meeting while the employee is on shift at the Centre.

26.04 No employee shall be required to a shift work alone. This excludes time when one employee on shift needs to attend duties outside the Centre and one employee remains at the Centre, as well as transportation trips with clients.

### **26.05 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to work on a job, in any workplace or to operate any equipment where they believe it would be unsafe or unhealthy to themselves, an unborn child, a workmate, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations beyond the intrinsic risks of the occupation.

There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

## **ARTICLE 27 – BENEFIT AND BINDING**

27.01 This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

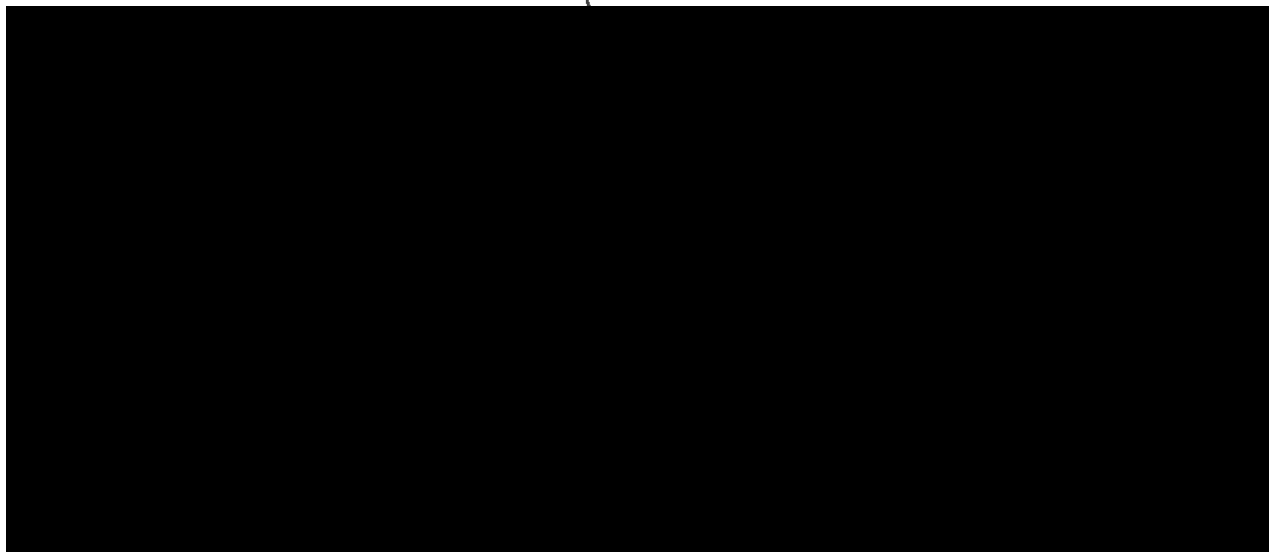
In witness thereof, the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

IN WITNESS WHEREOF the Pastew Place Detox Center has here unto caused its corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

)  
)  
)

**PASTEW PLACE DETOX CENTER OF  
FORT MCMURRAY**



SIGNED THIS 3<sup>rd</sup> DAY OF DECEMBER, 2019

## APPENDIX A

- a) If the Employer secures additional funding over the current years budget, the parties will meet to discuss a general wage increase comparable to the increase in the budget.
- b) This wage-reopener negotiation may include shift differential, an increase to statutory holidays, or personal business days in addition to a general wage increase.
- c) The Employer will provide the Union with a copy of the final budget and allocation of funding from all sources before the end of April each year.
- d) Any increase in wages will be retroactive to April 1 of the year in which the increase is given.
- e) If funding is decreased, the Parties will meet to discuss avenues to balance the budget from both unionized and non-unionized employees to maintain adequate levels of client care.

**LETTER OF UNDERSTANDING #1**

BETWEEN

PASTEW PLACE DETOX CENTERM OF FORT MCMURRAY  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545  
(Party of the second part)

**Re: Fort McMurray Cost of Living Allowance (COLA)**

All full time permanent employees shall be paid a COLA in the amount of twelve thousand four hundred and eighty dollars (\$12,480.00) annually according the guidelines set by Alberta Health Services which may change at any time. Employees may not be in receipt of another subsistence or accommodation allowance.

Payment of the COLA shall be bi-weekly at an amount of four hundred and eighty dollars (\$480.00) per bi-weekly pay period.

In the event that an employee is not active or on a leave of absence during the calendar month, the amount of the COLA shall be prorated.

Active employees on approved leave of absence with pay will be eligible to receive the full COLA.

SIGNED, SEALED AND DELIVERED  
in the presence of:

)  
)

PASTEW PLACE DETOX CENTER OF  
FORT MCMURRAY

SIGNED THIS 3<sup>rd</sup> DAY OF DECEMBER, 2019

**LETTER OF UNDERSTANDING #2**

BETWEEN

PASTEW PLACE DETOX CENTER OF FORT MCMURRAY  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545  
(Party of the second part)

**Re: Joint Policy Review Committee**

A Joint Policy Review Committee shall be established within nine (9) months of the ratification date of this Collective Agreement to review Pastew Place Detox Centre policies and to make recommendations as to improvements.

The Committee shall have equal representation from the Union and the Employer.

The Committee shall have full access to all pertinent information concerning the Centre's policies.

The Committee shall convene, at the request of either party, to review any Policy prior to changes being made or instituted.

The parties agree any recommendations made will not be admissible as evidence of reasonableness in grievances and arbitrations.

SIGNED, SEALED AND DELIVERED  
in the presence of:

)  
)

PASTEW PLACE DETOX CENTER OF  
FORT MCMURRAY

SIGNED THIS 3<sup>rd</sup> DAY OF DECEMBER, 2019

**LETTER OF UNDERSTANDING #3**

BETWEEN

PASTEW PLACE DETOX CENTER OF FORT MCMURRAY  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545  
(Party of the second part)

**Re: Benefits Discussion**

The parties agree to meet within sixty (60) days of ratification of this Agreement to discuss potential amendments to the benefits plan to align the financial costs of the benefits with the needs of the employees and Employer.

SIGNED, SEALED AND DELIVERED  
in the presence of:

)  
)

PASTEW PLACE DETOX CENTER OF  
FORT MCMURRAY

SIGNED THIS 3<sup>rd</sup> DAY OF DECEMBER, 2019