COLLECTIVE AGREEMENT

BETWEEN

Canadian Union of Public Employees
CUPE Local 4791

- AND -

Southern Alberta Community Living Association

January 1, 2019 to December 31, 2021

Canadian Office &
Professional Employees
SW:LRC/cope #491

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This Collective Agreement made in duplicate 25 day of March 2021.

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4791
(Hereinafter called "Union")

AND:

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION
(Hereinafter called "The Employer")

ARTICLE 1: SPIRIT OF THE AGREEMENT

1.01 The Employer and the Union recognize and accept the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity and further recognize that successful Employer/Employee relations must be mutually advantageous, fair, and just, and not more favorable to one than the other.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management reserves all the rights not specifically restricted by this Agreement.

ARTICLE 3: DISCRIMINATION

3.01 The Employer shall not discriminate against any Employee on the basis of ethnicity, religion, gender, colour, mental disability, physical disability, marital status or family status, age, ancestry or place of origin, sex, place of residence, political affiliation or activities, sexual orientation, gender identity, gender expression, or any enumerated ground in the *Alberta Human Rights Act*, or because of Union membership and activity, including the filing of a grievance.

ARTICLE 4: UNION RECOGNITION

4.01 The Employer recognizes CUPE Local 4791 as the sole bargaining agent for the Employees employed in the unit described by the Alberta Labour Relations Board, Certificate No.152-2007.

4.02 Exclusivity of the Agreement:

No Employee covered by this Agreement will make or be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions of employment during the term of this Agreement, except as specifically provided for in this Agreement.

4.03 Assistance of CUPE National:

The Union or its members shall have the right to use or have the assistance of CUPE National.

4.04 The Employer will provide the Union with a written copy of any new Policy that affects Employees a minimum of two (2) weeks prior to implementation.

4.05 Staff List:

An up-to-date seniority list, compiled according to seniority, shall be sent to the Union in January and June of each year. The Employer will also supply to the Recording Secretary of the Union a list of all Employees, their home address, personal cell, and home phone numbers provided by the Employees and Southern Alberta Community Living Association email address in January and June of each year.

ARTICLE 5: BULLETIN BOARDS

5.01 The Employer will provide bulletin boards in the Employer's main offices of the Association, which will be placed so that all Employees have access to them and upon which the Union may post notices of meetings and such other notices as may be of interest to the Employees.

ARTICLE 6: TIME OFF FOR UNION BUSINESS

6.01 Time Off for Meetings:

When an Employee attends a meeting between the Employer and the Union dealing with Union business, the Employee shall suffer no loss in pay or benefits. The Employee must obtain permission from the Chief Executive Officer or their designate to attend the meeting. When meetings related to the grievance process are held outside of the Employee's regular working hours at the request of the Employer, the Shop Steward shall be paid a minimum of two (2) hours at their rate of pay for time spent in discussion with the Employer. The Employer shall not use time claimed by the Shop Steward in the calculation of overtime.

6.02 Negotiation Pay Provision:

Three (3) Representatives of the Union shall be granted Leave without pay but without loss of benefits for their full shift when involved in negotiations with the Employer.

6.03 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for the time involved with Management in grievance and arbitration procedures.

6.04 Leave of Absence for Union Business:

Upon request to the Employer, an Employee elected, selected, or appointed to represent the Union for Union business shall be allowed Leave without pay but without loss of seniority subject to operational requirements as determined by the Employer, acting reasonably.

The Employer agrees to pay the Employee for lost wages and will bill the Union for the same. The Union agrees to reimburse the Employer for such lost wages and benefit costs within thirty (30) days of billing.

6.05 Time Off for Office Employees:

Office Employees shall be allowed Leave to attend the regularly scheduled monthly meetings of CUPE Local 4791. Leave will be conditional upon adequate office coverage as determined by the Chief Executive Officer or designate and provided that the time taken will be reimbursed within five (5) working days following the time off.

6.06 Leave Requests:

A request for Leave of Absence without pay, for Union business, should be submitted in writing five (5) working days in advance of the commencement of the Leave.

ARTICLE 7: MEMBERSHIP IN THE UNION

7.01 Membership in the Union shall be voluntary on the part of each Employee.

ARTICLE 8: UNION DUES AND NOTIFICATION

8.01 Check-Off of Union Dues:

The Employer agrees to check-off Union dues under the "Rand" Formula. It is understood that fines and assessments are not included in the arrangement.

8.02 Distribution of Collective Agreement:

The Employer agrees to provide all Employees with a copy of the current Agreement. The Employer and the Union shall share equally in the printing of the Collective Agreement.

8.03 Orientation:

An authorized Union Representative will be allowed a maximum of fifteen (15) minutes of orientation for all new Employees. Orientations shall take place in the office of Southern Alberta Community Living Association and where possible shall be held in conjunction with Employee orientation and/or training.

8.04 Notification to Union:

The Employer will provide to the Recording Secretary of the Union, confirmation of all new Employees, including: name, position, start date, employment status, address of work site, hours of work, date of hire, home address and phone number.

ARTICLE 9: CORRESPONDENCE

9.01 Changes of Union Representatives:

The Union will notify the Employer in writing of the names and phone numbers of the persons authorized to represent the Union and also to represent the Employees for the purpose of this Collective Agreement and shall notify the Employer in writing within two (2) weeks of any changes in these names.

9.02 Correspondence Between Parties:

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from Southern Alberta Community Living Association and the Recording Secretary of the Union. The Union will inform and update the Employer of any changes to officers or mailing address within two (2) weeks of the change.

9.03 The names and phone numbers of the above persons are listed in Appendix "B".

ARTICLE 10: LABOUR MANAGEMENT

10.01 Labour Management Committee:

Structure to be:

Two (2) appointed Union Representatives and two (2) appointed Management Representatives. The numbers may be reduced or increased by mutual consent.

Ad hoc Committees may also be established by mutual consent.

The Employer shall be duly notified in writing as to names of the Union Representatives or alternates selected.

The Committee shall concern itself with matters of the following nature:

(a) Improvement of Employee/Employer relations.

(b) Health and Safety.

(c) Suggestions from Employees, persons with a disability, parents or advocates and the Employer concerning questions of working conditions and service.

(d) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10.02 Meetings:

Meetings shall be held at mutually agreeable times. The Party that requests a Labour Management meeting will Chair the meeting. Suggestions for an agenda will be exchanged not less than five (5) working days prior to the scheduled meeting, except in the case of an emergency. Minutes will be taken by the Party not chairing the meeting and distributed within ten (10) working days after the meeting.

A maximum of two (2) Union Representatives shall receive a minimum of two (2) hours at their rate of pay for time spent in discussion with the Employer as members of the Labour Management Committee. The Employer shall not use time claimed by the Union Representatives in the calculation of overtime.

10.03 Joint Occupational Health and Safety Committee

Both Union and Management recognize that health and safety matters are of mutual concern and will maintain a Joint Occupational Health and Safety Committee as required by the legislation. A maximum of two (2) Union Representatives shall receive a minimum of two (2) hours at their rate of pay for time spent in discussion with the Employer as members of the Committee.

10.04 Staff Safety Concerns Process:

In response to a written request by a staff person to their supervisor, a written strategy will be designed to address behavior that may precipitate a crisis response.

This strategy will be generated by the staff person involved, their supervisor and/or Manager, and any other appropriate individuals. The staff person and supervisor and/or Manager will determine the time frame for development of such a strategy based upon the urgency of the need.

ARTICLE 11: GRIEVANCE PROCEDURE

11.01 Definition of a Grievance:

Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement.

11.02 Presence of Steward:

Any meeting relating to a grievance between the Employer and an Employee, or the Union shall be in the presence of a maximum of two (2) Shop Stewards or two (2) authorized Union Representatives. Upon presentation of written approval from the Grievor, the Union may have an additional Shop Steward present for training and/or observation purposes only, without cost to the Employer.

11.03 Stewards:

The names and telephone numbers of Stewards shall be listed in Appendix "B" of this Agreement and the Employee may select the Steward of their choice.

11.04 Pay Entitlement – Grievance Meetings:

Not more than the Grievor(s) and the Shop Steward(s) may attend grievance meetings without loss of pay.

11.05 Stewards Leaving the Work Site:

A Shop Steward shall not leave their place of work to discuss a grievance with the Employer or an Employee during working hours without permission from the Chief Executive Officer or their designated alternate; and provided that adequate replacement or Relief staff is available. Such meetings will be without loss of pay, benefits, or seniority to either the Steward or the Employee.

11.06 Recalls, Health and Safety, Dismissals, Layoffs:

In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 1 of the Grievance Procedure (see Step 1).

11.07 Replies in Writing:

Replies to grievances, stating reasons, shall be in writing at all stages. A copy of all responses from the Employer shall be sent to the President of the Union at the CUPE Local 4791 office.

11.08 Informal Discussion:

The Employee or Employees concerned, with or without the Union, may seek to settle the dispute through discussion with their immediate supervisor.

11.09 Settling of Grievances:

Grievances shall be processed in the following manner:

STEP 1:

The Grievance shall be filed with the Chief Executive Officer within ten (10) working days of the issue concerned.

Copies of the grievance shall be sent to the Shop Steward, the Union, and the Chief Executive Officer. The Chief Executive Officer will review the grievance and will render their decision in writing within ten (10) working days of receipt of the grievance. A copy of the reply will be sent to the Union, the Shop Steward, the Manager, and the Chief Executive Officer.

STEP 2:

If the grievance is not settled in Step 1, the grievance may, within ten (10) working days after receiving the decision, be filed with the Executive of the Board, and copied to each Party involved in the grievance. A decision must be

made within ten (10) working days of the meeting, or the submission to Step 2, as applicable.

A meeting at Step 2 shall occur unless the Union notifies the Employer in writing that they do not want a meeting.

STEP 3:
If the grievance is not settled in Step 2, either Party may proceed, within ten (10) working days, to submit the grievance to a Board of Arbitration.

11.10 At each Step the written grievance should address the article in question, as well as the specific concern relating to the article.

Upon written request from either Party, a meeting will be held at any Step of the grievance process.

11.11 Working days shall be considered Monday through Friday excluding General Holidays. When a grievance or reply is delivered by hand, the date of delivery shall be deemed to be the date of submission or response.

11.12 Facilities for Grievances:
In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available, if possible, the temporary use of a private office or similar facility.

11.13 General or Policy Grievance:
When a dispute involving a question of general application or interpretation of this Agreement occurs, a grievance shall be filed at Step 1. Only grievances signed by the Grievor and/or Executive Officer or Shop Steward shall be considered.

11.14 Deviation from Grievance Procedure:
After a grievance has been initiated by the Union, the Employer's Representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union.

11.15 Time Limits, Waivers and Amendments:
A waiver of time limits will be allowed in the case of absence from work for both members of the bargaining unit and affected Management personnel in the following instances: day(s) off, Leave without pay, vacation or Sick Leave.

This waiver will include the Southern Alberta Community Living Association Board members and Union Representatives who have personal or business reasons.

The time limits fixed in both the grievance and arbitration procedure may be extended verbally by the consent of the Parties and confirmed in writing.

ARTICLE 12: ARBITRATION

12.01 Arbitration Procedure:

(a) The Employer and the Union shall each appoint one (1) member to represent the respective Parties at the Board hearing. The Representatives so appointed shall appoint a Chairperson; but failing to agree on a selection, they shall request the Minister of Labour, for the Province of Alberta, to select a Chairperson.

(b) Grievances shall receive fair and just consideration.

(c) The Board's decision will be final and binding on both Parties and will be handed down as expediently as possible.

(d) The Parties may, by agreement, proceed with a single arbitrator in place of a three-person board, in which event the arbitrator will be selected by agreement.

12.02 Expenses of the Board

Each Party shall pay:

(a) The fees and expenses of its nominee to the Board.

(b) One-half (½) of the fees and other related expenses of the Chairperson.

ARTICLE 13: DISCIPLINARY ACTION

13.01 Disciplinary Action Defined:

Disciplinary action will be corrective and progressive when appropriate.

Disciplinary action will be exclusively defined as follows:

(a) Oral warning

(b) Written warning

(c) Suspension

(d) Dismissal

Upon receipt of information pertaining to dissatisfaction with an Employee's work performance the Employer will contact the Employee within ten (10) working days. The Employer will reference Articles 13.04 and 13.05 to the Employee and a date and time to meet will be established.

13.02 Removal of Disciplinary Action:

Disciplinary action shall not be held against an Employee and will be removed from an Employee's personnel file, provided that the Employee has received no disciplinary action of a similar nature within the previous eighteen (18) months.

Non-disciplinary corrective correspondence shall be removed if no new corrective correspondence of a similar nature has occurred for twenty-four (24) months.

13.03 Just Cause:

An Employee may be dismissed or disciplined for *Just Cause* only.

13.04 Right to have a Steward present:

An Employee shall have a Steward or Union Representative, to a maximum of two (2) Stewards or Union Representatives, present at any meeting with the Employer supervisor which the Employee believes might be the basis of disciplinary action. Where the Employer undertakes disciplinary action, they will so notify the Employee of the purpose of the meeting, in advance, in order that the Employee may contact a Steward or Union Representative to be present. No Employee is required to answer the charges without a Union Steward present.

The Shop Steward or Union Representative shall be provided in writing with a summary description of the issues under discussion at the initial meeting.

13.05 Waiver of Representation:

The Employee reserves the right to waive their right to have a Steward or Union Representative present, and such waiver shall be in writing and signed by the Employee in the presence of the Union Chairperson or designate, and an Employer's Representative. The Employee shall be given the opportunity to discuss the waiver with the Union chairperson or designate prior to signing it. (See Appendix "C" for Waiver copy).

13.06 Should an Employee be suspended for the purpose of an investigation; the Employee shall continue to receive his/her pay and benefits entitlement until the Employer's internal investigation is completed or substantially completed. In any event, the Parties shall meet within five (5) working days of the date of suspension.

ARTICLE 14: PERSONNEL RECORD

14.01 Access to Personnel File:

The Employee shall have the right to review their personnel file, provided they make an appointment in advance. The Employee may review their file in a private area in the presence of the Employer. The Employee has the right to request copies of pertinent documents in their file; however, the Employee may not alter or remove items or documentation from the file.

14.02 Confidentiality:

Access to personnel files shall be limited to Out-of-Scope personnel and the person whose file it is.

Managers shall be responsible for providing Team Leaders with relevant personnel related information for Employees they supervise as required to complete their job responsibilities.

14.03 Documentation – Disciplinary:

An Employee will be notified in writing when documentation of a disciplinary or performance-related nature is placed in their file. The Union will be copied on any disciplinary notification. Any document pertaining to disciplinary, or performance issues present in the Employee's file, of which the Employee did not receive notice, will be removed.

14.04 Documentation – Other:

The Employee has the right to have included in their file letters of recommendation, commendation, and related courses.

ARTICLE 15: SENIORITY

15.01 Seniority Definition:

Seniority is defined as the length of unbroken service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition by the Union. Seniority shall be used in determining promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate bargaining unit-wide.

15.02 Seniority List:

The Employer shall maintain a seniority list for all Employees, showing the date upon which each Employee's service commenced.

15.03 Loss of Seniority:

An Employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff, or Leave approved by the Employer.

An Employee shall lose their seniority only in the event that:

(a) They are discharged for Just Cause and are not reinstated.

(b) They resign in writing and do not withdraw within two (2) days.

(c) They fail to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless by reason of sickness or other *Just Cause*. The refusal of an Employee to accept recall to

such employment will result in termination of seniority. Laid off Employees engaged in termination of employment and who are recalled, shall be permitted to give their current Employer reasonable notice of termination to accept the recall.

15.04 Transfer and Seniority Out of the Bargaining Unit:

No Employee shall be transferred to a position outside the Bargaining Unit without their consent.

ARTICLE 16: POSITION CHANGES AND JOB POSTINGS

16.01 Selections, Transfers, and Staff Changes:

These will be made first from internal applicants who have the required qualifications (including skills, experience, training, and the ability to relate to a person with a disability) to meet the requirements of the position.

Determination of qualifications shall be made by the Employer, with input/advice from the persons receiving support, their family or advocate. Determination of qualifications shall not be made in a manner that is arbitrary or discriminatory. All conditions being equal, seniority will be the determining factor.

In the case of an involuntary transfer, a Shop Steward shall be present for the meeting with the Employee.

16.02 Transfer Requests:

Any Employee after successful completion of their probationary period and/or three (3) months in a permanent position has the right to request a transfer to another comparable position in a different location. Transfer requests will be kept on file for a maximum of three months.

All transfer requests must be submitted in writing to the Human Resources Department stating the reason(s) for the request. The Union will be notified of proposed transfers. Transfers may be permanent or temporary and may be initiated by the Association or the Employee.

No transfer can occur without prior written agreement between affected Employees(s), Union and Management.

Notwithstanding the above, if transfer has been initiated by the Association the three (3) month waiting period for an Employee to apply for a transfer shall be waived.

Transfer requests on file will automatically be considered for a job posting as outlined in Article 16.04

In the case of an involuntary transfer, a Shop Steward shall be present for the meeting with the Employee.

16.03 Term Positions:

Permanent Employees may apply for term positions. If successful in the competition the Permanent Employee may move into the term position without loss of benefits. The Permanent Employee will have the right to return to his or her original position when the term position expires.

16.04 Postings:

All bargaining unit positions covered by Articles 18.02, 18.03 and 18.05 will be advertised for a minimum of ten (10) calendar days. A copy of such bargaining unit positions postings will be provided to the union on the date of the posting.

16.05 Information on Postings:

Such notice will contain the nature of position, qualifications, shift, hours of work, and salary rate or range.

16.06 Outside Advertising:

No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present Employees have been fully processed.

16.07 Notification to Employee and Union:

Within seven (7) calendar days of the date of appointment to a position, the successful applicant will be notified and confirmed thereafter in writing. The Secretary of the Union shall be notified in writing of same.

All internal applicants shall have the opportunity to discuss their interview with the Manager concerned.

The Union shall be notified of all reclassifications, new positions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment within thirty (30) calendar days.

16.08 Probationary Period:

All new Employees shall be on probation for the first six (6) months of their employment. The Employer shall complete a written evaluation for all new full time Employees by their third month of employment and for all others by their fifth month of employment. During this probationary period, the Employee shall be entitled to all rights and benefits of the Agreement. After the completion of the probationary period seniority shall be accrued from the original date of employment.

The Probationary Employee who is terminated shall have the right to appeal such dismissal under the Grievance Procedure up to and including Step 2. The

decision rendered at Step 2 shall be final. The Union shall be notified in writing upon completion of the evaluation.

16.09 Trial Period

When an Employee moves to a different job classification, the Employee shall be on trial for a period of three (3) months and during that period the Employee may be removed from the position in the sole discretion of the Employer if determined to be unsuitable for any reason or the Employee may choose to leave the position. Management will then return the Employee to his or her original position.

ARTICLE 17: LAYOFF

17.01 Definition of Layoff:

A layoff shall be defined as a reduction in the workforce, position abolishment or a reduction in the regular hours of work.

17.02 Notice of Layoff:

Unless legislation is more favorable to the Employee, Permanent Employees shall receive thirty (30) calendar days' notice in writing prior to date of layoff. In the event Southern Alberta Community Living Association is considering a reduction in the permanent work staff for any reason, the Association shall advise the Union within twenty-four (24) hours of any notification being given to the Employee(s).

17.03 Role of Seniority in Layoff of Permanent Employees:

Both Parties recognize that job security shall increase in proportion to length of service. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right has the required skills and qualifications for the position. The Employer determines if the Employee is suitable to fill more than one (1) position, the Employer and the Employee shall mutually determine the position into which the Employee will be placed.

17.04 Recall Priority:

New Employees shall not be hired until those laid off have been given the opportunity of recall.

17.05 Recall Procedure:

Employees shall be recalled in the order of their seniority providing they have the required skills and qualifications for the position.

17.06 Grievance on Layoff and Recall:

Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 18: DEFINITIONS OF EMPLOYEES

18.01 Elimination of Present Classification(s):

Existing classifications shall not be eliminated or changed without prior notification in writing to the Union.

18.02 Permanent Full-time Employee:

A Permanent Full-time Employee is defined as an Employee who is regularly employed for a minimum of seventy (70) hours in a two (2) week period.

18.03 Permanent Part-time Employee:

A Permanent Part-time Employee is defined as an Employee who is regularly employed for less than full-time hours.

18.04 Relief Employee:

A Relief Employee is defined as an Employee who is hired to fill a position made temporarily vacant as a result of sickness, injury, Leave of Absence, vacation, holidays, and as necessary on a sporadic or occasional basis. This classification of Employee(s) is eligible for those statutory benefits as prescribed by *Alberta Employment Standards Code*.

18.05 Term Employee:

A Term Employee performs the functions of a position to a maximum of six (6) months. During the term of the position they will be entitled to earn banked time in addition to all statutory benefits as prescribed by the *Alberta Employment Standards Code*. If the term is to be renewed or extended for any period of time beyond the six (6) months, the Union shall be notified in writing and shall be considered a new position and posted under the terms and conditions of this Collective Agreement.

18.06 Term Employee – Parental Leave:

A Term Employee for a Parental Leave performs the functions of a position to a maximum of twelve (12) months. During the term of the position they will be entitled to earn banked, sick and vacation time in addition to all as prescribed by the *Employment Standards Code of Alberta*. If the term is to be renewed or extended for any period of time beyond the twelve (12) months, the Union shall be notified in writing.

ARTICLE 19: HOURS OF WORK

19.01 Work Hours and Breaks:

Hours of work shall be varied depending on duties and area of operation, subject to Article 18: Definitions of Employees – with one (1) scheduled break of fifteen (15) minutes during each four (4) hour shift.

Employees providing direct support to persons in their home and/or community would take the scheduled break as their shift permits.

19.02 Letter of Hire:

Each Employee shall receive a letter stating their hours of work.

19.03 Reporting Pay:

A Relief Employee shall be paid a minimum of two (2) hours at their hourly rate when an expected work period is canceled, and the Employee was not notified of such cancellation twenty-four (24) hours prior to the scheduled work period.

19.04 Hours of Work when accompanying persons receiving support on vacation:

It is understood and agreed that an Employee may, on a voluntary basis, accompany persons receiving support on vacation (when requested) which will require an Employee to be in attendance with the person(s) from time to time outside of their scheduled shifts, and to be in attendance during the Employee's normal sleeping time.

Subject to the scheduling requirements of the Employer, and without increasing the Employee's average daily hours of work, the schedule of a regular full-time Employee participating in a vacation shall be adjusted, if necessary, in order to maximize the number of scheduled days of work which will occur during the period of the vacation.

In the event that an Employee participates in a vacation, such Employee shall be entitled to be fully compensated for all wages and expenses during such time frame which is considered to be employed hours in accordance with the following:

(a) The Employee shall receive their basic rate of pay for those scheduled shifts which fall during the vacation.

(b) In order to compensate an Employee for being in attendance with person(s) during their normal rest hours, the Employee shall accrue an entitlement of six (6) hours' time off per day, provided that the Employee is required to remain out of town and in the person's attendance during such normal rest hours.

(c) A Regular Employee shall be entitled to take time off with pay, equal to the number of hours banked during the vacation, at a time which is mutually agreed upon between the Employer and the Employee.

(d) Approved vacation proposals that include mileage shall be paid in accordance with Article 27.02, at fifty cents (.50¢) per kilometer.

19.05 Shift Exchange:

Subject to prior approval by the Employer, Permanent Employees shall be allowed to work their permanent hours of work at a different time of day (shift), or on a different day, provided that there are no additional costs to the Employer and no loss to the Employee.

19.06 Employees working at different location:

The Employer shall ensure that all Employees shall have a complete and specific orientation to any location where they are required to work. Employees that do not have this orientation shall have the right to refuse any request from the Employer, to work all or part of their permanent hours in a different location.

19.07 Reassignment:

When, for a period of time, support is not required by persons whom the Employee would normally be assigned to support, the Employee would be placed on reassignment or be available for work without loss of pay, benefits, or seniority. Any Employee not choosing to be reassigned may elect to use accumulated banked or vacation time.

In the event that the full complement of staff is not required in a house for a time period in which Employees would normally be assigned to work, subject to operational requirements, the Employer shall first look to reassign the Employee with the least seniority.

19.08 Except in cases of emergency, the Employer shall allow an Employee at least two twenty-four (24) hour periods of rest in each week spanning the pay period from Thursday to Wednesday, and no rest period shall be less than one twenty-four (24) hour period in duration.

19.09 With the exception of shifts on Saturdays, Sundays, and General Holidays when continuous coverage is required, the Employee shall be granted at least the equivalent of six (6) hours off duty in each day. Such hours off duty may be given in two periods and no period shall be less than two hours.

19.10 All Employees whose shifts fall within the definition of Caregivers (Home Care and Residential Care) under *Part 3, Division 9* of the *Employment Standards Code of Alberta Regulation* (the "Regulation") will be paid based on the following provisions:

(a) Employees who work weekday shifts that are less than twenty-four (24) hours shall receive wages as follows:

(i) Pay for each hour worked up to ten (10) hours per day, at their regular rate of pay.

(ii) Pay at the minimum wage for up to eight (8) hours per day, during which time the Employee may sleep but will respond should the individual(s) require support, at their regular rate of pay.

(b) Employees who work weekend shifts shall receive wages as follows:

(i) Pay for each hour worked up to sixteen (16) hours per day, at their regular rate of pay.

(ii) Pay at the minimum wage for up to eight (8) hours per day, during which time the Employee may sleep but will respond should the individual(s) require support, at their regular rate of pay.

If an Employee is required to respond as above during designated sleep time, the time worked is counted as hours of work and is included in the calculation of daily and weekly overtime.

19.11 Banked Time:

Permanent Employees shall have the option to bank extra awake and sleep hours that:

- Are outside of their regularly scheduled permanent hours and relate to their permanent position (only in their permanent location).
- Do not qualify for overtime entitlement.

Banked Time shall be earned as follows:

- Awake hours: hour-for-hour;
- Sleep hours: hour-for-hour;

Banked Time shall be deducted for time off as follows:

- Awake hours: hour-for-hour;
- Sleep hours: hour-for-hour;
- Payout shall be at straight time.

Employees may accumulate banked time to a maximum of five (5) days.

The "day" entitlement shall be calculated as follows:

Total number of awake hours worked per week (Sunday – Saturday) plus the number of sleep hours worked per week divided by five (5).

If banked time is not taken prior to March 31st of each year, Employees shall be paid at the rate at which it was earned for any outstanding hours with the exception of one (1) work day which may be carried over into the next fiscal year.

19.12 Team Leader Rate of Pay:

Under extraordinary conditions, when a Team Leader is required to work additional hours outside of their regularly scheduled hours of work to fill a shift directly within their area of responsibility, they shall be paid at their Team Leader rate subject to the following conditions being met:

- Relief staff options have been exhausted;
- Their Manager has been informed;
- The required documentation has been completed.

19.13 Team Leader On-Call:

Team Leaders shall be assigned weekly On-Call duties on a rotation basis for non-office hours when they shall be required to receive calls and respond as required. Compensation shall be provided as in Appendix "A".

ARTICLE 20: OVERTIME

20.01 Overtime Defined:

The Employer shall pay an Employee overtime at a rate of one and one-half times (1½x) the existing wage rate for each hour worked in excess of ten (10) awake hours per day for weekday shifts, and sixteen (16) awake hours per day for weekend shifts to a maximum of fifty (50) awake hours per week. These calculations exclude sleep hours.

Any Employees not covered under the Caregivers Regulation shall be subject to overtime as established under the *Employment Standards Code of Alberta*.

20.02 Permanent Employees may bank overtime (as per *Employment Standards Code of Alberta* and Article 19.11) to be taken within six (6) months of when earned, [with the exception of one (1) banked work day] and at a time mutually convenient between the Employer and Employee.

Where time in lieu is not granted within the six (6) months, Employees will be paid at one and one-half times (1½x) their normal rate of pay for outstanding overtime hours, [with the exception of one (1) banked work day].

If it is not possible to provide five (5) business days' notice, an Employee may request overtime time off from a Manager or Scheduling On-Call, provided a relief person is available to cover their shift or a portion thereof at straight time and operational requirements are met.

A Leave Request form for the time taken to be submitted with the corresponding time sheet indicating time taken and name of Manager or Scheduling On-Call notified. Such leave requests shall not be unreasonably denied.

20.03 Overtime Authorization:

Employees may be authorized in advance to work a specified maximum number of overtime hours. No overtime, other than with prior authorization, will be allowed without the approval of the Team Leader or Manager. The exception would be in extenuating circumstances where there is no opportunity to obtain prior authorization.

20.04 Call-Back:

Any Permanent Employee called back to work outside their regular working hours shall be compensated for a minimum of two hours at overtime rates. Call-back begins from the time the Employee starts work, recognizing the Employee's home and the work site are within city limits. For Employees, whose home is outside the city limits, time will commence from their home to the city limits and upon return from the city limits to home.

20.05 Telephone Calls and Text Messages:

Phone calls and/or text messages regarding the service or the person(s) receiving supports to an Employee at home will be compensated in fifteen (15) minute increments; therefore, calls and/or text messages taking less than fifteen (15) minutes shall be compensated at the rate of one quarter (1/4) hour and those exceeding fifteen (15) minutes, shall be compensated to the next quarter hour, and so on.

Phone calls and/or text messages relating to scheduling and/or administrative matters shall not qualify for compensation.

To receive this compensation, Employees must ensure that the reason for the call and the name of the person initiating the call are noted on their time sheets.

20.06 The following Leaves:

Union Leave, Bereavement Leave, Sick Leave, jury duty and WCB are not considered rest days for purposes of calculation of overtime.

ARTICLE 21: VACATION

21.01 Vacation Entitlement – Permanent Staff:

All calculations for vacation entitlement shall be based on the Employee's anniversary date. Vacation may be taken, once earned, to the maximum entitlement. Employees may bank a maximum of one (1) week unused vacation from one year to the next.

Accumulation of vacation shall be earned according to the following formula:

- During the first and second year of employment, an Employee shall accumulate vacation monthly based on two (2) weeks per year.

- During the third to eighth year of employment, an Employee shall accumulate vacation monthly based on three (3) weeks per year.
- During the ninth to the fifteenth year of employment, an Employee shall accumulate vacation monthly based on four (4) weeks per year.
- During the sixteenth to the twentieth year of employment, an Employee shall accumulate vacation monthly based on five (5) weeks per year.
- During the twenty-first to the twenty-fifth year of employment, an Employee shall accumulate vacation monthly based on six (6) weeks per year.
- During the twenty-sixth and subsequent years of employment, an Employee shall accumulate vacation monthly based on seven (7) weeks per year.

The vacation entitlement is based on each Employee's regular hours of work per week.

Vacation entitlement may be taken as earned. Employees may also bank one (1) week of earned vacation to be taken in the following year.

21.02 Vacation Entitlement – Relief Employees:

Relief Employees will receive vacation pay as per *Employment Standards Code of Alberta* minimums at the end of each pay period. Relief Employees must inform the Employer if they are unavailable for work due to vacations.

21.03 Leave Without Pay Regarding Vacation:

Upon request, an Employee who has exhausted their vacation Leave will qualify for up to two (2) weeks of Leave without pay following the completion of three (3) years of continuous service as a Permanent Employee.

21.04 Right of Employer to Require Vacation:

Employees who have not submitted an annual vacation request by the ninth month following the first year of employment in which the vacation credits were earned may be required to take annual vacation as directed by the Employer. In 2018, vacation requests are to be submitted by April 1st and taken by June 30th. Ensuing years, requests are to be submitted by January 1st and taken by March 31st.

21.05 Approved Leave During Vacation:

Where an Employee qualifies for Sick Leave, Bereavement, or any other approved Leave during their vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date at the Employee's option.

In all cases of illness while on vacation an Employee will have their vacation credits credited corresponding to the number of days ill provided that a medical certificate is provided for all days claimed.

21.06 General Holidays During Vacation:

General or declared holidays are not included in the vacation period.

21.07 Submission of Vacation Request:

Employees will submit requests for vacation time during peak periods:

- for the month of December 15th to January 8th by October 15th;
- for the period June 15th to August 31st by April 15th.

The Employer shall advise Employees regarding approval of vacation time within ten (10) working days of the established deadlines. In cases of conflict, seniority shall be the deciding factor. Requests for vacation, other than as provided in this Article 21.07 will be approved on a first-come basis as per Article 21.08.

21.08 Notification Requirement for Vacation:

Annual vacation Leave will be granted at the mutual convenience of the Employee and the Employer. Requests for annual vacation must be for a minimum of one (1) day and submitted in writing:

(a) Three (3) weeks in advance of the Leave of more than five (5) days, and

(b) One (1) week in advance of the Leave of five (5) days or less.

The exception to this shall be in the case of the death of a person not covered by Bereavement Leave (see Article 24.02). In this case the Association will provide up to three (3) days' vacation Leave without notice if the Employee has notified their supervisor and has booked Relief staff (where applicable) to cover their shift(s).

21.09 Call-Back:

No Employee shall be called back to work while on vacation Leave. No Employee shall work for the Employer while on vacation.

21.10 No Employee shall be required to find replacement for his or her approved vacation time. Based on operational requirements, vacation requests shall not be unreasonably denied.

ARTICLE 22: SICK LEAVE

22.01 Sick Leave Defined (for Permanent Staff):

Sick Leave means Leave with pay for up to twelve (12) days per year, two (2) of which may be claimed as self-care days.

In the event of illness or self-care, the Employee shall advise supervisory personnel prior to the Employee's expected arrival at work, in accordance with

the established practice. An Employee failing to notify supervisory personnel will be considered absent without Leave unless this requirement is waived.

Such a waiver will be granted when the Employee was unable to give notification to supervisory personnel as a result of their illness or other valid reason.

22.02 Calculation of Sick Leave Credits:

The calculation for sick days will be based on the number of days a person would normally work in the course of a year. Using a formula to calculate twelve (12) days for someone who works five (5) days per week, the percentage will be 4.615.

Therefore, a person working five (5) days per week, regardless of hours of work, will be entitled to twelve sick days per year. A live-in weekend staff person, recognizing their days of work as three (3) days per week, will be entitled to 7.20 sick days per year. A staff person working an overnight position, two (2) days per week, will be entitled to 4.80 sick days and someone working four (4) days per week will be entitled to 9.60 sick days.

For the purposes of recognizing only whole days the percentage will be rounded to the closest full day. So, 7.20 would be 7; 4.80 will be 5; and 9.60 will be 10.

22.03 Extended Illness:

A physician's certificate shall be provided upon request for any illness exceeding three (3) or more calendar days. An Employee wrongfully claiming Sick Leave shall be considered absent without Leave and may be dismissed.

22.04 Sick Leave – Other Applications:

An Employee may utilize their casual Sick Leave entitlement for illness within their immediate family (child, spouse, or parent of the Employee).

This may also be applied to situations when an Employee:

(a) Is required to travel for the purposes of medical referral and/or treatment; or

(b) Is unable to schedule medical appointments outside of their work hours. They shall have the right to utilize Sick Leave credits for such absence provided they have received prior authorization from the Employer, and provided they submit satisfactory proof of attendance at such appointment when required by the Employer to do so.

22.05 Deductions from Sick Leave:

A deduction shall be made from accumulated Sick Leave of all normal working days, exclusive of holidays, while absent for Sick Leave. All absences for full days or a portion thereof will be submitted on the "Leave Request" form within twenty-four (24) hours of the Employee's return to work.

22.06 Addiction Treatment:

The Employer and the Union recognize alcoholism and drug abuse as treatable illnesses. Employees suffering from these are expected to seek treatment as they would for any illness which impairs performance of their work. All other conditions will be as the Association's Personnel Policy relating to use of alcohol and drugs as well as Sick Leave policy.

22.07 Extension of Sick Leave:

An Employee with more than one (1) year of service who has exhausted their Sick Leave credits shall, upon application in writing, be allowed an extension of their Sick Leave to an amount equal to one hundred percent (100%) of their regular entitlement. This approval will be in writing.

Upon returning to work, the Employee shall repay the extension of Sick Leave in full at the rate of one-half of the monthly accumulation. At the time of application for the extension of Sick Leave, the Employee will also be required to sign an agreement permitting the Employer to deduct any time owing in the event the Employee or the Employer terminate the employment contract prior to full repayment of the Sick Leave extension. No Employee shall have their services terminated by virtue of having exhausted their Sick Leave credits.

22.08 Pay Advance Provision:

The Employer agrees, upon approval of claim, to advance monies to eligible Permanent Employees during absences caused by illness or accident coming within the group sickness and accident policy and the terms of the *Worker's Compensation Act of Alberta*. The Employee agrees in writing to reimburse the Employer for any monies advanced by the Employer.

22.09 Cost-Sharing Benefits:

The Employer agrees to continue to cost-share the medical benefit package at the prevailing level to a maximum of six (6) months while the Employee is on a recognized Sick Leave.

22.10 Duty to Accommodate:

All Parties are committed to supporting the return to work of an Employee with a disability. The Employer agrees to take reasonable Steps to accommodate an Employee's needs to the point of undue hardship and shall work cooperatively with the Employee and other relevant Parties. Employees shall have the right to union representation at meetings with the Employer that involve either the accommodation of an Employee or the Employee's right to return to work. The Employer shall determine the position into which the Employee shall be accommodated.

ARTICLE 23: GENERAL HOLIDAYS

23.01 General Holidays:

The following will be considered paid holidays:

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

The Association will also recognize all General Holidays as proclaimed by the Province of Alberta and/or the Government of Canada. No deductions in the wages or salaries or benefits of any Employee shall be made on account of these holidays occurring during a regular work period.

23.02 General Holiday Pay – Permanent Employee's Day Off:

If the General Holiday falls on a Permanent Employee's regular day off, and the Employee is regularly employed a minimum of twenty (20) hours per week, he/she shall be entitled to an extra day's pay for same or a day off in lieu.

Qualification for the twenty (20) hours per week shall be calculated as follows:

- Total number of awake hours worked per week (Sunday – Saturday) plus one-half (½) the number of sleep hours worked per week.

The "day" entitlement shall be calculated as follows:

- Total number of awake hours worked per week (Sunday – Saturday) plus one-half (½) the number of sleep hours worked per week divided by five (5).

23.03 General Holiday Pay – Working:

Relief staff will be paid one and one-half times (1½x) their normal rate of pay for the hours worked when working on a General Holiday.

23.04 General Holiday Pay – Working Permanent Employee:

When a Permanent staff's shift falls on a General Holiday and they are required to work, they shall receive either:

(a) Regular pay for the hours worked on a General Holiday and equal time off in lieu, or

(b) Double time-and-a half (2½) their awake hourly wage for all awake hours worked and one and one-half times (1½x) their sleep hourly wage for all sleep hours on a General Holiday.

ARTICLE 24: LEAVE WITHOUT/WITH PAY

Under this Article, a "day" shall be defined as 24 hours between midnight – midnight.

24.01 Leave without Pay Request:

Leave without pay may be requested for various reasons. Approval will be subject to the discretion of the Chief Executive Officer based on the following considerations:

(a) Operational requirements of the program

(b) Urgency of the need for Leave

(c) Consistency with existing provisions for Leave with pay.

In general, Leave without pay may be granted to extend Leave beyond the period allowed for under Leave with pay (e.g. extended Sick Leave, Bereavement Leave); for Educational Leave; and for legitimate needs.

24.02 Bereavement Leave:

Permanent Employees will be entitled to five (5) consecutive days (within a seven-day period) Leave with pay at their regular rate of pay upon the death of a relative, defined as follows:

Son	Daughter	Mother	Father
Sister	Brother	Spouse	Fiancé

Permanent Employees will be entitled to three (3) consecutive days (within a seven-day period) Leave with pay at their regular rate of pay upon the death of a relative, defined as follows:

Grandparent	Legal Guardian		Son-in-law	Grandchild
Daughter-in-law	Father-in-law		Sister-in-law	Brother-in-law
Mother-in-law	Aunt	Uncle	Niece	Nephew

In the event special circumstances require bereavement days to be taken non-consecutively, the Employee may request same from the Chief Executive Officer who shall develop a plan with the Employee.

Subject to approval by the Chief Executive Officer, an Employee may be entitled to one (1) day Leave with pay at their regular rate of pay upon the death of a person with whom the Employee had a special relationship. Such Leave will be granted the day of, or the day immediately following notification of the death, or to attend the funeral service.

"Spouse" shall be defined as:

(1) Married persons;

(2) Unmarried persons, whether of the same gender or not, who co-habit for a period of at least one (1) year.

In the case of the death of an individual being supported by an Employee who has a special relationship with said individual they are supporting; the Employee has the option to apply in writing to the Chief Executive Officer for up to two (2) days Leave with pay to be taken upon notification of death and/or to attend the funeral.

If the Employee requires traveling time exceeding the maximum of allowed Leave, the Employee may apply to the Chief Executive Officer for additional Leave without pay.

In case of responsibilities occasioned by the death of a relative, a further five (5) days Leave without pay will be granted.

In the case of the death of a person not covered by Article 24.02, the Employer will provide up to three (3) days' vacation without notice if the Employee has notified their Supervisor and has booked Relief Staff (where applicable) to cover their shift.

24.03 Pallbearer's Leave:

If a Permanent Employee is a pallbearer at a funeral, they will receive one (1) day off with pay. If the Employee requires traveling time, the Employee may apply to the Chief Executive Officer for three (3) additional days off without pay.

24.04 Court or Jury Duty:

(a) Pay Entitlement – Court Appearances:

Where an Employee is required to attend court, coroner's inquest, or other tribunal, to give evidence on any matter or occurrence or thing of which they have knowledge by reason of employment with the Employer, they shall be entitled to receive pay for hours lost from their normal work duties or such attendance fees as are awarded, in order to reflect normal pay for the period of time. Any attendance fees must be paid to the Employer with the exception of awarded expenses for travel, meals, and lodging.

(b) Pay Entitlement – Jury Duty:

Where an Employee is subpoenaed for jury duty, pay provisions will apply in accordance with Article 24.04(a).

ARTICLE 25: STAFF TRAINING AND DEVELOPMENT

25.01 Educational Access:

The Employer will attempt, within means available to it, to provide educational access to the Employee.

25.02 Educational Leave:

An Educational Leave consists of Leave without pay granted to an Employee so that they might receive additional education within the field. Leave may be sponsored by the payment of tuition only.

The length, terms and purpose of such Leave will be agreed to in writing by the Employer and the Employee.

Employees are eligible to apply for Educational Leave which is of benefit to or directly related to the aims and objectives of the Employer and/or enhance the Employees' ability to carry out their job duties.

The Employer, at its discretion, may agree to the provision of Educational Leave or may offer Educational Leave or an educational opportunity to any of its Employees. Upon completion of an Educational Leave without pay, the Employee will return to work for an agreed upon length of time at a classification not less than the one held at the time of the beginning of the Leave. Failing to return, the Employee will repay such costs as agreed to in the terms of the Educational Leave.

25.03 Time off for Local Training Events:

When a Local conference or seminar overlaps an Employee's regular hours of work, one (1) hour with regular pay will be granted between the end of the training session and the return of the Employee to their place of work. In the event attendance is mandatory, and not a condition of employment, all hours will be paid time, to be taken as compensatory time.

25.04 The Employer agrees to pay registration and time to all Employees who attend required workshops that are not part of their condition of employment. The Employer agrees to pay the registration fees (not to exceed the Association's non-profit rate) for First Aid and CPR re-certification, which are a condition of employment.

ARTICLE 26: PARENTAL LEAVE

26.01 Maternity Leave:

The Employer and the Union both recognize the provisions and authority of the Maternity Leave section of the *Employment Standards Code of Alberta*.

Entitlement shall be as outlined in the current "*Code*".

26.02 Leave Entitlement – Birth or Adoption:

The Employer and the Union both recognize the provisions and authority of the Parental/Adoption Leave section of the *Employment Standards Code of Alberta.*

Two (2) working days with pay will be granted to Permanent Employees for either the birth or adoption of their child with the exception of Employees already receiving Parental Leave.

26.03 Notice Requirement:

The Employee shall give two (2) weeks' notice in writing of the day on which they intend to commence Leave or as early as possible.

26.04 Medical Certificate:

If pregnant, the Employee may be required to provide a medical certificate giving the estimated time of delivery.

26.05 Leave Required by Employer:

If, during the twelve (12) week period immediately preceding the estimated date of delivery, the pregnancy of an Employee interferes with the performance of the Employee's duties, Community Living may request the Employee to commence Maternity Leave.

26.06 Benefit Coverage:

Employees will continue to receive coverage through the Group Benefits and/or Alberta Health Care plans. The Employee will be responsible for their share of premiums to a maximum of six (6) months with the Employee assuming responsibility for 100% of premiums thereafter. Benefits will be at the level of coverage as of April 1, 1992, subject to continuation or changes by the carrier.

26.07 Right to Work During Pregnancy:

The Employer shall not deny the Employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant Employee, the Employee shall be entitled to apply for another position, provided they are capable of doing the work and are otherwise entitled to by virtue of seniority. In the absence of a suitable vacant position the Employee may elect to go on Leave without pay.

26.08 Right to Work:

An Employee granted Leave without pay for paternity reasons shall be returned to the position they occupied at the time their Leave commenced or shall be provided with alternative work of a comparable nature, except in cases where Southern Alberta Community Living Association has, through unavoidable reorganization, discontinued the position held by the Employee prior to the Leave.

In the event that the Employee's position or a comparable position becomes open within a period of twelve (12) months from the expiration of the Leave, they will be

entitled to reinstatement in their position or be provided with the comparable position.

26.09 Resumption of Employment:

(a) Employees wishing to resume employment on the expiration of Parental Leave shall provide two (2) weeks' notice in writing of the day on which they intend to return to work.

(b) An Employee, with the agreement of the Association, may shorten the duration of her entitlement following the day of delivery, by providing a medical certificate indicating that resumption of work will not endanger her health. In this instance, the Employee would also be required to submit a request in writing two (2) weeks prior to her return to work.

ARTICLE 27: TRANSPORTATION AND EXPENSES

27.01 Driver's License/Vehicle Requirement:

Permanent and Relief Employees may be required to have access to an automobile during working hours. When required the Employee must possess a valid driver's license for the purpose of taking persons receiving support to medical appointments, community events, meetings, etc.

This requirement as stated in the terms of agreement may be waived at the discretion of the Chief Executive Officer. Such waiver will be in writing with copies to the Employee and the Union.

(a) Vehicle Insurance

All Employees required to have access to an automobile during working hours shall confirm insurance renewal within one month of renewal date. Upon written confirmation of renewal via monthly expense claim, a fifty-dollar ($50.00) reimbursement shall be paid.

27.02 Mileage Rate:

The Association will pay a fixed mileage rate of fifty cents (.50¢) per kilometer for Association approved travel.

27.03 Loss or Damage to Personal Property

The Parties agree that, should an Employee suffer loss or damage of personal property, reimbursement shall be guided by the Compensation to Employee for Damage to Private Property Practice found in the September 2019 Employee Handbook.

ARTICLE 28: PAYROLL

28.01 Pay Period:

The Employer shall pay salaries bi-weekly (every two weeks) via a direct deposit system. On each payday each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

28.02 Deductions from Pay:

The Employer may not make any deductions from wages or salaries unless authorized by statute, court order, arbitration order, the Employee, or by the Agreement.

28.03 Wage Entitlement in Temporary Positions:

When a Permanent Employee temporarily relieves in and performs the duties of a higher paid position, they shall receive the rate for the job. When an Employee temporarily relieves in and performs the principal duties of a higher paid position, for which a salary range has been established, they shall receive the rate for that position. The Employee shall qualify for any pay increments based on length of service in the temporary assignment.

28.04 Any corrected or amended time sheets or expense sheets shall be returned to the Employee within ten (10) working days.

ARTICLE 29: CONTRACTED WORK

29.01 Seniority Rights:

Should the Employer contract out work presently performed by members of the bargaining unit, Employees so displaced will be allowed to exercise their seniority rights, provided that they are qualified to displace Employees with less seniority.

29.02 Notification to Union:

The Employer will advise the Union in writing, of any pending contracting-out as soon as possible.

29.03 Notification to Employees:

The Employer will provide as much advance notification as possible, in writing, to the Employees affected.

ARTICLE 30: BENEFIT PACKAGE

30.01 Benefits and Premiums:

Effective November 1, 2009, all Permanent Employees working 20 hours or more per week shall be eligible for full benefit coverage (subject to approval

and continuation by the carrier). The cost of premiums will be the same as for Full-time Employees and will be deducted from the Employee's salary on a monthly basis.

30.02 The Employer and the Employee shall share the cost of benefit premiums as follows based on the 2009 premium rates. All future increases and/or decreases shall be shared equally between the Employer and the Employee.

	Employer	**Employee**
Life	0%	100%
Dep. Life	50%	50%
AD&D	50%	50%
LTD	40%	60%
EHC	50%	50%
Dental	50%	50%

In accordance with its existing practice, the Employer will continue to pay to an Employee over the age of sixty-five (65), a sum equal to the Employer's contribution of benefit premiums paid immediately prior to age sixty-five (65).

30.03 Health Spending Account:

The Health Spending Account is intended to complement an Employee's group benefit plan by providing flexible choice for managing health-related expenses. Allowable expenses and taxability is determined by Canada Revenue Agency (CRA).

All Employees who are currently enrolled in the Association's benefit plan (Classes A and B) shall be eligible for a Health Spending Account in the amount of five hundred dollars ($500.00) per calendar year. Any funds in this account not utilized in the year of receipt or the following year shall be rolled over into the Employee's RRSP account as of December 31st of the following year.

30.04 Wellness Account:

Wellness is a concept that broadens, extends and reaches beyond the traditional ideas of fitness and health. It is a quality of life we experience when the physical, psychological, social and spiritual dimensions of our lives are in balance.

"Wellness" encompasses many facets of one's life:

- Stress Management
- Physical activity and fitness
- Leisure Activities
- Healthy nutrition
- Lifestyles and personal development

Employees can choose what they believe is best for them and will lead to their improved health and wellness. A wide range of options will be covered under this account and may include such things as:

- Consultations with a dietician
- Enrolment in weight loss programs (e.g. Weight Watchers)
- Home computer software
- Craft supplies and/or lessons
- Vitamins and health supplements
- Books, magazines and ipads
- Exercise Equipment, gym memberships and personal trainers
- Financial Planning
- Education courses
- Dependent care
- Travel

All Employees who have been employed for a minimum of six months are eligible for an Employee Wellness Account to a maximum of five hundred dollars ($500.00) to enhance their personal health and wellness. The amount shall be pro-rated based on months worked in the year from date of hire.
(e.g. employment commences June 1; eligibility established December 1; entitlement for year = 7/12 of $500).

Unused balances are not carried forward into the next year. Upon written request from the Employee and receipt of necessary forms, if any, by November 30, the unused balance will be transferred to the Employee's Southern Alberta Community Living Association Group RRSP account.

ARTICLE 31: HARASSMENT

31.01 The Parties agree that harassment in the workplace shall be as defined in the Employer's Harassment Policy, found in the September 2019 Employee Handbook will not be permitted. An allegation that the Employer has violated the Harassment Policy may be the subject of a grievance.

ARTICLE 32: TERM OF AGREEMENT

32.01 Term of Agreement: January 1, 2019 to December 31, 2021

The Union and the Employer agree that during any period of negotiations for a new Agreement, this contract shall, in accordance with the *Alberta Labour Relations Code,* Division 21 (130), remain in full force and effect until such time as either Party commences strike or lockout action.

32.02 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.

32.03 Work Interruption During Negotiations:
It is mutually agreed that while negotiations for a Collective Agreement are in progress, there shall be no strikes, stoppages, or slowdowns in work on the part of the Employees covered by this Agreement, nor any lockouts of Employees on the part of the Employer against said Employees.

ARTICLE 33: WAGES

33.01 In the event the Employer receives additional funding allocated for wages during the period from ratification to December 31, 2021, the Union shall be notified in writing. Any increase to wages shall be negotiated by both Parties and applied to wages listed in Appendix "A". In the event of failure to reach a negotiated Agreement that has been ratified by both Parties within sixty (60) days from the first day of negotiations, that additional amount allocated shall be added to all wages listed in Appendix "A". The timelines established may, by mutual agreement, be extended in writing.

33.02 Wages are as identified in Appendix "A"

***** *** *****

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto, the signatures of their proper Officers in that behalf.

Dated this day 25 of March 2021.

SIGNED ON BEHALF OF: **Southern Alberta Community Living Association**	SIGNED ON BEHALF OF: **Canadian Union of Public Employees, Local 4791**
[redacted]	

LETTER OF UNDERSTANDING #1: MOBILE TEAM AND TEAM LEADERS

BETWEEN

Canadian Union of Public Employees, Local 4791
(Hereinafter called the "Union")

- AND -

Southern Alberta Community Living Association
(Hereinafter called the "Employer")

RE: Mobile Team and Team Leaders

The Parties agree that within three (3) months following ratification, the Employer shall consult with the Mobile Team members and Team Leaders to address break times, travel time and workload, as applicable.

Signed this 25 day of March, 2021.

SIGNED ON BEHALF OF **Southern Alberta Community Living Association**	SIGNED ON BEHALF OF **Canadian Union of Public Employees, Local 4791**
[redacted]	

LETTER OF UNDERSTANDING #2: COMPENSATION REVIEW

BETWEEN

Canadian Union of Public Employees, Local 4791
(Hereinafter called the "Union")

- AND -

Southern Alberta Community Living Association
(Hereinafter called the "Employer")

RE: Compensation Review

In the event the Employer determines additional money is available within the budget for the purposes of bargaining unit compensation during the period from ratification to December 31, 2021, the Union shall be notified in writing and the Parties shall meet to negotiate compensation. In the event of failure to reach a negotiated Agreement that has been ratified by both Parties within sixty (60) days from the first day of negotiations, that additional amount shall be applied in a lump sum payment to those Employees in the employ of the Employer on the date of payment. The timelines established may, by mutual agreement, be extended in writing. This Letter of Understanding will expire on December 31, 2021.

Signed this 25 day of March, 2021.

SIGNED ON BEHALF OF **Southern Alberta Community Living Association**	SIGNED ON BEHALF OF **Canadian Union of Public Employees, Local 4791**
[redacted]	

March 9, 2021

CONFIDENTIAL

Letter of Understanding #3
Between
Canadian Union of Public Employees
And
Southern Alberta Community Living Association
RE: Article 24.02: Bereavement Leave

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 4791 and Southern Alberta Community Living Association (SACLA) with respect to the following;

Due to the current COVID-19 gathering restrictions, a one-time exception will be made with regards to the Articles of the Collective Agreement referenced above. This letter of understanding will allow staff that experience a death of a relative to postpone their bereavement leave until a time in-which they will be able to attend service arrangements.

This Letter of Understanding shall remain in effect so long as COVID-19 funeral service restrictions remain.

Signed for CUPE Local 4791:

[redacted]

Karin Desrochers, President

March 9 2021

Date

Signed for Southern Alberta Community Living Association:

[redacted]

Stephen McKee, Director, People & Culture

March 9-21

Date

APPENDIX "A": STARTING SALARIES

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION

Salaries for positions funded by Persons with Developmental Disabilities

The Salary Grid below is in effect for the period January 1, 2019 to December 31, 2021, including increases as per *bullets five (5) and seven (7) below. As of January 1, 2019, *bullets five (5) and seven (7) are suspended for the life of the Collective Agreement and all salaries shall be frozen until additional funding allocated for wages is received. For clarity, Employees will not progress within their respective classification scales while salaries are frozen. (Article 33.01)

POSITION TITLE	AWAKE RATE
COMMUNITY SUPPORT WORKER	
• Less than one (1) year	17.45
• More than one (1) and less than two (2) years	17.97
• More than two (2) and less than three (3) years	18.51
• More than three (3) and less than four (4) years	19.07
• More than four (4) and less than five (5) years	19.64
• More than five (5) years	20.23
TEAM LEADER I	
Staff without a Post-Secondary Diploma or Degree	
• Less than one (1) year	20.99
• More than one (1) and less than two (2) years	21.62
• More than two (2) and less than three (3) years	22.27
• More than three (3) and less than four (4) years	22.94
• More than four (4) and less than five (5) years	23.63
• More than five (5) years	24.34
Staff with a relevant Post-Secondary Diploma or Degree	
• Less than one (1) year	21.62
• More than one (1) and less than two (2) years	22.27
• More than two (2) and less than three (3) years	22.94
• More than three (3) and less than four (4) years	23.63
• More than four (4) and less than five (5) years	24.34
• More than five (5) years	25.07
TEAM LEADER II	
Staff with a relevant Post-Secondary Diploma or Degree	
• Less than one (1) year	23.64
• More than one (1) and less than two (2) years	24.35
• More than two (2) and less than three (3) years	25.08
• More than three (3) and less than four (4) years	25.83
• More than four (4) and less than five (5) years	26.60
• More than five (5) years	27.40

The Salary Grid below is in effect for the period January 1, 2019 to December 31, 2021, including increases as per *bullets five (5) and seven (7) below. As of January 1, 2019, *bullets five (5) and seven (7) are suspended for the life of the Collective Agreement and all salaries shall be frozen until additional funding allocated for wages is received. For clarity, Employees will not progress within their respective classification scales while salaries are frozen. (Article 33.01)	
POSITION TITLE	AWAKE RATE
SECRETARY – RECEPTIONIST	
• Less than one (1) year	16.18
• More than one (1) and less than two (2) years	16.67
• More than two (2) and less than three (3) years	17.17
• More than three (3) and less than four (4) years	17.69
• More than four (4) and less than five (5) years	18.22
• More than five (5) years	18.77
ADMINISTRATIVE SECRETARY-RECEPTIONIST	
• Less than one (1) year	20.38
• More than one (1) and less than two (2) years	20.99
• More than two (2) and less than three (3) years	21.62
• More than three (3) and less than four (4) years	22.27
• More than four (4) and less than five (5) years	22.94
• More than five (5) years	23.63

- All sleep hours will be paid at minimum wage.
- All Permanent staff shall receive three percent (3%) of their permanent gross earnings through contributions by the Employer into an RRSP. This benefit shall continue for as long as the Employee maintains their permanent status with the organization. Contributions to the RRSP will align with the payroll system
- The Employer shall have the discretion to place any person hired to a new position upon the grid according to their years of experience and/or educational background. No Employee moving to a higher position shall receive less than their current hourly awake wage.
- Existing Employees without the required educational background shall have the ability to apply for a Team Leader II position based on experience.
- Any Employee whose hourly wage exceeds the salary grid shall receive a cost-of-living increase of two percent (2%) to their hourly wage on their seniority date
- Team Leaders shall be paid three hundred dollars ($300.00) per week for On-Call duty. An additional fifty dollars ($50) shall be paid for coverage provided on a General Holiday.
- Employees hourly wage shall be adjusted on their seniority date

APPENDIX "B": UNION REPRESENTATIVES

Local 4791 Executive

President:	Karin Desrochers	(403) 393-0943
Vice-President:	Margaret McGeough	(403) 795-2262
Secretary-Treasurer:	Roxy Clark	(587) 370-2861
Recording Secretary:	Lynda Lippa	(403) 894-6305
Sergeant-at-Arms:	Meredith Tuttle	(403) 381-8683

Local 4791 Shop Stewards

Cassandra Loff	(403) 929-5540

All members of the Union Executive may also act as Shop Stewards.

CUPE Local 4791

APPENDIX "C": WAIVER OF REPRESENTATION

Article 13.05

WAIVER OF REPRESENTATION

I acknowledge, under Article 13.05 of the Collective Agreement, my right to have a Steward or Union Representative present during any discussion of disciplinary action between myself and a member of the Association's Management.

At this time, I choose to waive my right to have a Steward or Union Representative present.

_____	_____
Employee Signature	Date
_____	_____
Union Representative	Date
_____	_____
Employer Representative	Date

March 9, 2021

CONFIDENTIAL

Letter of Understanding #4
Between
Canadian Union of Public Employees
And
Southern Alberta Community Living Association
RE: Letter of Understanding, Hours of Rest

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 4791 and Southern Alberta Community Living Association (SACLA) with respect to the following;

Employees who do not receive at least six (6) hours of rest, shall receive at least one and one half (1 ½) times the existing wage rate for each hour worked, or time off with pay.

This Letter of Understanding shall remain in effect so long as this Collective Agreement between the parties remains in effect.

Signed for CUPE Local 4791:

[redacted]
Karin Desrochers, President

March 9 2021
Date

Signed for Southern Alberta Community Living Association:

[redacted]
Stephen McKee, Director, People & Culture

March 9-21
Date

sacla
Southern Alberta
Community Living Association

April 13, 2021

CONFIDENTIAL

Letter of Understanding
Between
Canadian Union of Public Employees
And
Southern Alberta Community Living Association
RE: Letter of Understanding #4
Article 19.13- Team Leader On-Call - APPENDIX "A": STARTING SALARIES

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 4797 and Southern Alberta Community Living Association (SACLA) with respect to the following;

An increase of fifty dollars ($50.00) to the current $300.00 outlined in APPENDIX "A": STARTING SALARIES - Bullet #6 shall be paid to all Team leaders for On-Call duty.

This Letter of Understanding shall remain in effect until December 31, 2021

Signed for CUPE Local 4791:

[redacted]
Karin Desrochers, President

Apr 14, 2021
Date

Signed for Southern Alberta Community Living Association:

[redacted]
Stephen McKee, Director, People & Culture

April 13, 2021
Date

sacla
Southern Alberta
Community Living Association

CUPE | Canadian Union of Public Employees

October 21, 2021 **CONFIDENTIAL**

Letter of Understanding Postings
Between
Canadian Union of Public Employees
And
Southern Alberta Community Living Association
RE: Letter of Understanding, Article 16.06 #6

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 4791 and Southern Alberta Community Living Association (SACLA) with respect to the following understanding, which had prior agreement, concluding on September 30, 2021 that has once again been set-forth as an extension.

Both internal and external advertisements for any vacancy within the bargaining unit shall be placed simultaneously. All applications of internal Employees will be fully processed, and vacancy selection will be made first from internal applicants who have the required qualifications (including skills, experience, and training) to meet the requirements of the position.

Determination of qualifications shall be made by SACLA and shall not be made in a manner that is arbitrary or discriminatory.

This Letter of Understanding shall remain in effect till December 31, 2021 at 4:30 PM.

Signed for CUPE Local 4791:

[redacted] October 21, 2021

Karin Desrochers, President — Date

Signed for Southern Alberta Community Living Association:

[redacted] 10-21-21

Ross Mantle, Director, People & Culture — Date

December 14, 2021 ***CONFIDENTIAL***

LETTER OF UNDERSTANDING #7 RE: WAGE INCENTIVE; LIVE-IN CHRISTMAS WEEKEND

Between

Canadian Union of Public Employees (CUPE)

And

Southern Alberta Community Living Association (SACLA)

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 4791 and Southern Alberta Community Living Association (SACLA) with respect to the following;

Employees who choose to work a live-in weekend, inclusive of combining seventy-two (72) awake and sleep hours, beginning on December 24, 2021 at 1500, until December 27, 2021 at 1500. An employee would receive two and a half times (2.5x) their basic rate of pay for each hour worked, selection for the seventy-two (72) hour live-in weekend will be made based on a bargaining unit member's seniority.

This Letter of Understanding shall remain in effect until December 27, 2021 at 1500.

Signed for CUPE Local 4791:

[redacted]

Karin Desrochers, President, Local 4791

December 14, 2021
Date

Signed for Southern Alberta Community Living Association:

[redacted]

Ross Mantle, Director, People & Culture

December 15, 2021
Date

sacla
Southern Alberta Community Living Association

CUPE / Canadian Union of Public Employees

December 29, 2021 **CONFIDENTIAL**

LETTER OF UNDERSTANDING #8 RE: ON-CALL WEEKEND PREMIUM

Between

Canadian Union of Public Employees (CUPE)

And

Southern Alberta Community Living Association (SACLA)

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 4791 and Southern Alberta Community Living Association (SACLA) with respect to the following;

In an attempt to mitigate high shift availabilities, the Employer proposes an on-call premium for the weekend beginning December 31, 2021 at 0700 to January 3, 2022 at 0700. Employee's who choose to accept this on-call responsibility will receive two-hundred ($200.00) for each of three twenty-four hour (24) period(s), regardless of whether they work, or not. If an employee accepts the on-call duty they must be ready to attend any shift agreed to within the twenty-four hour (24) period. The selection of employees chosen for this weekend on-call premium will be made based on a bargaining unit member's seniority.

This Letter of Understanding shall remain in effect until January 3, 2022 at 0700.

Signed for CUPE Local 4791:

[redacted]

Karin Desrochers, President, Local 4791 — December 29, 2021 Date

Signed for Southern Alberta Community Living Association:

[redacted]

Ross Mantle, Director, People & Culture — Dec 28, 2021 Date