

COLLECTIVE AGREEMENT

between



Canadian Union of Public Employees, Local 4731

(Hereinafter referred to as the "Union")

and



Trinity Place Foundation of Alberta

(Hereinafter referred to as the "Employer")

January 1, 2023 to December 31, 2024



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PREAMBLE

The Parties agree the primary purpose and concern of the Employer and its Employees is to provide quality housing, programs, and services to low-income seniors in accordance with the Mission and Values of Trinity Place Foundation of Alberta.

The Parties recognize the importance of a relationship of goodwill and mutual respect. The Parties also recognize the mutual value of joint discussions and negotiations in all matters affecting the terms and conditions of Employees.

Therefore, the Employer and the Union intend to conclude a Collective Agreement that will:

- Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union,
- Set forth the terms and conditions of employment relating to salaries, hours of work, and other working conditions affecting the Employees covered by this Collective Agreement; and
- Provide for a cooperative means of settling disputes and grievances.

The Parties agree as follows:

ARTICLE 1 – DEFINITIONS

Employee shall mean a person who is employed by the Employer for whom the Union has been certified as the bargaining agent, and whose employment is designated as:

Regular Employee is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;

Regular Full-time Employee is an Employee who is scheduled to work the full specified hours in Article 9.

Regular Part-time Employee is an Employee who is scheduled to work less than the full specified hours in Article 9.

Temporary Employee shall mean an Employee who is hired for a period of three (3) to twenty-four (24) months for the purpose of sick relief or to replace an Employee who is on a leave of absence.

Casual Employee is an Employee who does not occupy an established position and who works on an intermittent basis or to cover for short absences of other Employees for a period not exceeding three (3) months. A Casual must work at least one (1) shift every three (3) months to maintain status as a Casual Employee.

Employer shall mean and include such persons as may be appointed or designated to carry out administrative duties in respect of the operation and management on behalf of Trinity Place Foundation of Alberta.

Parties shall mean the Employer and the Union.

Party shall mean either the Employer or the Union as the context requires.

Pyramiding means the payment of two (2) or more premiums for the same hours worked.

Union shall mean the Canadian Union of Public Employees Local 4731.

Regular Pay shall mean the applicable rate in the pay range of the Employee's classification as set out in the Salary Schedule, exclusive of any premium payments or allowances.

ARTICLE 2 – RECOGNITION AND REPRESENTATION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent as described in the Alberta Labour Relations Board certificate #CR-05800.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a Regular Employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any Regular Employee.

It is understood that the excluded personnel has the right to occasionally do the work of Employees covered by this Agreement for the purposes of instructing new Employees or for filling shifts if no Regular Employee is available.

2.03 No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 Union Orientation

(a) The Employer shall designate thirty (30) minutes of its new Employee orientation to orientation of the Union. That session shall be conducted by the representative determined by the Union without the presence of any out-of-scope staff. When conducted by an Employee representative, that Employee shall incur no loss of pay.

(b) In the event an orientation session is not scheduled within thirty (30) days of a new Employee's commencement of employment, the Union shall be permitted to meet privately with the new Employee during regular working time without loss of pay.

2.05 Access to Work Site

Upon advance notice to the Director of Operations, the representative designated by the Union will be given access to work sites to meet with Employees during their meal and other scheduled breaks.

2.06 Bulletin Boards

The Employer will provide a Union bulletin board in no less than ten (10) locations that are visible to Employees and out of view of tenants and the public. The bulletin boards will be used solely for postings by the Union. It is not the intention of the Union to post anything objectionable.

2.07 Copies of the Agreement

The Parties agree that the current Collective Agreement will be provided electronically by email to all Employees. Alternatively, if an internal staff site is available, access to the Agreement will be made available to Employees. The Union shall arrange to print sufficient copies of the Collective Agreement. Contingent upon the Employer's pre-approval of the cost, the Union and the Employer shall share the cost of printing equally.

ARTICLE 3 – NO HARASSMENT, VIOLENCE OR DISCRIMINATION

3.01 No Discrimination

The Employer and the Union agree there shall be no discrimination against any Employee with regard to employment or any term or condition of employment because of the race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, nor by reason of membership or non-membership or activity in the Union.

3.02 The Parties are committed to a harassment-free work environment. Any complaints shall be investigated in a timely manner. Should the result of the investigation be unsatisfactory to the complainant, they shall have access to the Grievance Procedure outlined in Article 22.

3.03 A Workplace Harassment, Abuse and Violence Prevention Policy shall be developed in consultation with the Joint Occupational Health and Safety Committee. This Policy shall be clearly communicated with all Employees and implemented within each worksite. Such Policy shall include harassment and violence prevention policies and preventative measures. This Policy shall be reviewed every two (2) years, or more often if necessary.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement including the right to:

- (a) Maintain order, discipline, and efficiency.
- (b) Make or alter, from time to time, rules, and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement.

- (c) Direct the working force and to create, alter or delete new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued.
- (d) Hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

ARTICLE 5 – NO STRIKE OR LOCKOUT

5.01 There shall be no strike or lockout during the life of this Collective Agreement.

ARTICLE 6 – UNION SECURITY

6.01 Union Dues Deduction and Remittance

(a) Union Dues Deduction and Remittance

The Employer agrees to collect a one-time initiation fee of two dollars (\$2.00) from the first paycheque of each new Employee upon hire, to be forwarded to the Union with that month's dues.

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the tenth (10th) day of the month following the one in which they were deducted.

(b) Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, home mailing address, personal telephone numbers, work email and personal email, employment status (such as full-time, part-time, temporary), if the Employee is on a leave of absence, classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

ARTICLE 7 – COMMITTEES

7.01 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

7.02 Labour-Management Committee

(a) A Labour-Management Committee shall be established to facilitate constructive dialogue on matters related to the workplace, promote a positive work environment, and encourage open communication. Each Party shall select up to four (4) members who will serve for one (1) year.

(b) Function of Committee

The Committee will concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- (2) Reviewing suggestions from Employees, questions of working conditions and service (but not active grievances).
- (3) Correcting conditions causing grievances and misunderstandings.
- (4) Any other matters mutually agreeable to the Parties.

(c) Meetings of Committee

The Committee will meet quarterly at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Agenda items will be recommended by Committee members. Employees will not suffer any loss of pay for time spent with this Committee. Additional meetings shall occur at the request of either Party.

(d) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

(e) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

(f) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.03 Bargaining Committee

The Employer agrees to grant time off with pay to up to three (3) Employees appointed by the Union for the purposes of collective bargaining. The Union agrees to reimburse the pay and benefits of these Employees as invoiced by the Employer.

7.04 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established as outlined in Article 25 – Health and Safety.

ARTICLE 8 – WAGES AND PREMIUMS

8.01 Pay Days

The Employer will pay salaries/wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages, overtime and other supplementary pay and deductions.

8.02 Night Shift Premium

A shift premium of two dollars (\$2.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of 2300 to 0700 hours.

8.03 Weekend Premium

A shift premium of two dollars (\$2.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of Friday at 2300 until Sunday at 2300.

8.04 Evening Premium

An evening shift premium of two dollars (\$2.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of 1500 to 2300 hours.

8.05 Pyramiding of premiums is not permitted. Employees entitled to more than one (1) premium (Shift, Overtime or Holiday) for the same hours worked shall receive the single premium of the highest value.

8.06 Payroll Error

Except when an error is caused by the Employee, a payroll error resulting in underpayment will, when possible, be rectified by the Employer within ten (10) working days of being notified.

8.07 Overpayment

- (a) When the Employer discovers an overpayment in compensation has been made that it wishes to recover, it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated.
- (b) The Employer shall only recover overpayments within a six (6) month period starting the day the Employee is made aware an overpayment exists.
- (c) If the amount involved is less than two hundred dollars (\$200.00), the Employer may recover the overpayment in any way the Employee agrees is appropriate but no later than the next pay period.
- (d) If the amount involved exceeds two hundred dollars (\$200.00), the Employer may recover the overpayment in any way the Employee agrees is appropriate but no later than four (4) months.
- (e) If the Employee resigns or is terminated for cause, all remaining funds from the final pay or other funds are due on termination.

ARTICLE 9 – HOURS OF WORK

9.01 Hours of Work

Regular hours of work, exclusive of meal periods, for Regular Full-time Employees shall be:

- (a) Bi-weekly hours equal to seventy-five (75) hours.
- (b) Daily hours equal to seven and one-half (7.5) hours.

9.02 Hours for New Positions

Unless otherwise agreed between the Parties, newly created Regular Full-time and Regular Part-time positions shall fall within hours established in this Agreement.

9.03 Work Schedule

(a) Shift Work Defined:

- (i) Day Shift 0700 to 1500 hours
- (ii) Evening Shift 1500 to 2300 hours
- (iii) Night Shift 2300 to 0700 hours
- (iv) Weekend Shift Friday at 2300 until Sunday at 2300

(b) The regular schedule will provide no more than six (6) consecutive days of work without time off.

9.04 Meal Period and Rest Periods

Regular hours of work for Full-time Employees shall:

- (a) Include two (2) rest periods of fifteen (15) minutes duration. The rest periods shall occur at the approximate mid-point of each half-shift, unless otherwise agreed between the Employer and Employee involved; and
- (b) exclude a one-half ($\frac{1}{2}$) hour meal period.

Regular hours of work for Part-time Employees shall:

- (a) Include two (2) rest periods of fifteen (15) minutes duration when a complete shift is worked. The rest periods shall occur at the approximate mid-point of each half-shift, unless otherwise agreed between the Employer and Employee involved. When daily hours of work are less than seven and one-half (7.5) hours, the Employee shall be entitled to one (1) rest period at the approximate mid-point of each four (4) hours scheduled.
- (b) Exclude a one-half ($\frac{1}{2}$) hour meal period.

9.05 Notice of Schedule Change

Employees shall be notified of changes to their schedule at least two (2) weeks in advance of such change.

ARTICLE 10 – OVERTIME

10.01 Definition (Overtime)

“Overtime” means hours authorized in advance by the Employer in excess of the daily and biweekly hours of work.

10.02 Call-back Pay

(a) Upon reporting to the workplace as a result of an authorized call-back, the Employee shall receive the greater of:

- (i) Regular pay equal to three (3) hours pay; or
- (ii) overtime pay for actual time worked.

A subsequent call-back during the same three (3) hour period shall attract no additional compensation.

(b) Employees assigned to be on-call shall receive one dollar and seventy-five cents (\$1.75) for every on-call hour.

(c) The On-call Shift shall be no greater than seven (7) continuous days, including the Employee’s regularly scheduled days of work.

(d) Call-back opportunities shall be divided equally among the Employees who are qualified to perform the work that is available.

ARTICLE 11 – EMPLOYEE BENEFITS

11.01 Disclosure of Information

The Employer shall provide a brochure describing all benefit plans to all Employees.

11.02 Employee Eligibility

Employees with twenty (20) or more regularly scheduled hours per week shall be eligible to participate in the Employee Benefits upon successful completion of their probationary period. Coverage is in accordance with the Plan text and is guaranteed provided the enrolment is completed within thirty-one (31) days of eligibility.

11.03 Benefit Coverage

The following benefits are provided to eligible Employees:

Benefit	Coverage	Full Time	Part Time
Basic Life Insurance	Amount	1 X annual salary	\$25,000
Accidental Death & Dismemberment			
Dependent Life			
Long Term Disability	Included	Yes	No
Critical Illness			
Extended Health Care	Prescription Drugs	100%	80%
	Drug maximum	\$5000	\$1000
	\$6 Dispensing fee cap	100%	80%
	Paramedical	\$500	\$300
Employee & Family Assistance Program			
Dental	Basic	100%	80%
	Major	50%	-
	Combined maximum	\$1500	\$1000
	Recall	6 months	12 months

11.04 Benefit Premiums

(a) Payment of Benefit Premiums shall be as follows:

Benefit	Employer Premium	Employee Premium
Basic Life Insurance	-	100%
Optional Life Insurance*	-	100%
Accidental Death & Dismemberment	-	100%
Long Term Disability	-	100%
Extended Health Care	70%	30%
Dental	70%	30%
Employee & Family Assistance Program	70%	30%

(b) *Requires specific medical approval.

(c) Employees and/or dependents are eligible to exempt from the Health and/or Dental coverage should they have similar insurance with another group plan. If this exemption privilege is exercised and the alternate coverage terminates, Employees will have thirty-one (31) days to reinstate the coverage for themselves and/or their dependents without any medical applications.

11.05 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain equivalent. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

11.06 Health Spending Account

An annual Health Spending Account of up to three hundred and fifty dollars (\$350.00) shall be available to all Regular non-probationary Employees. Dental and medical expenses considered eligible by the Income Tax Act that are not covered, or not fully covered, by the Benefit Plans referenced in this Article, shall be reimbursed to the maximum held in the Employee's Account.

ARTICLE 12 – REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

12.01 A group RRSP is available to Employees who wish to participate upon reaching six (6) months of continuous service.

Employee contributions will be matched by the Employer to the extent of three-point four percent (3.4%).

- 12.02** Subject to legislative requirements, Employees can continue to contribute to the Group RRSP program until they retire or until December 31 of the year the Employee turns seventy-one (71) years of age, whichever comes first.

ARTICLE 13 – SICK LEAVE

13.01 Sick Leave Accumulation

- (a) Regular Full-time Employees shall earn one (1) day of sick leave per completed month of employment.
- (b) Regular Part-time Employees shall earn sick leave on a pro-rated basis.
- (c) Sick leave credits may be accumulated to a maximum of twenty (20) days.
- (d) Probationary Employees are not eligible for paid sick leave utilization.

13.02 Proof of Illness

Upon request of the Employer, an Employee shall attain and provide sufficient medical information to substantiate an absence, accommodation, and/or return to work. An Employer request shall only be made when reasonable justification exists. Any cost for medical notes requested shall be reimbursed by the Employer.

13.03 Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave or lay-off.

13.04 Sick Leave Utilization

Regular Employees unable to report for, or continue, duty as a result of illness or injury shall receive paid sick leave to the extent of available credits. Paid sick leave for the purpose of an Employee's personal medical appointment, taken in one-half ($\frac{1}{2}$) day increments shall be granted. Paid sick leave for clinical classifications shall be taken in full day increments, unless otherwise approved by the Employer.

13.05 Notification to Employer

Recognizing the need to replace staff utilizing sick leave, Employees will notify the Employer of their inability to report for duty a minimum of three (3) hours in advance of commencement of their shift, except when the Employee is unable to give such notice due to circumstances beyond their control.

13.06 Long Term Disability Leave

An Employee who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay for the duration of the illness until the Employee is eligible for Long Term Disability under the Employee Benefit plan.

ARTICLE 14 – VACATION

14.01 Length of Vacation

(a) Full-time Employees are entitled to vacation leave with pay as follows:

Service	Weeks	Percentage
Less than 5 years	3	6
5 years	4	8
10 years	5	10
25 years	6	12

(b) Part-time Employees are entitled to vacation leave with pay on a pro-rata basis.

(c) Probationary Employees are not eligible to utilize vacation leave.

14.02 Carry-Over of Vacation

Full-time and permanent part-time Employees may carry forward five (5) days of accrued vacation into the following year, subject to operational requirements. Carry-over requests must indicate usage of the carried-over amount within the first quarter of the subsequent vacation year.

14.03 Vacation Scheduling

(a) Vacations must be requested in advance during two (2) periods:

January 1 to 21 For the period of March to August

July 1 to 21 For the period of September to February

Vacation leave requests will be considered among those Employees of the same classification. Approval shall be based on operational requirements. Selection between Employees of the same classification shall be made on the basis of seniority.

The Employer shall respond to vacation requests no later than two (2) weeks following January 21 and July 21 of each year.

- (b) Vacation leave requests made outside of these periods require two (2) weeks' advance notice. Approval of these requests are based on operational requirements.
- (c) In the event more than one (1) Employee of the same classification applies on the same day for the same, or overlapping, period of vacation, the additional deciding factor shall be seniority.
- (d) In the event of a conflict between Employees as to scheduling of Christmas/New Years' vacation entitlements, previous years' approvals will be reviewed to allow fair access to peak vacation periods.

14.04 Unbroken Vacation Period

Unless a shorter duration is requested by the Employee, or otherwise mutually agreed between the Employee and Employer, vacation leave shall be approved on the basis of single unbroken two (2) week periods.

14.05 Approved Leave of Absence During Vacation

When an Employee is hospitalized during vacation leave, no vacation leave credits shall be deducted for the period of hospitalization. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, as mutually agreed between the Employee and the Employer.

14.06 Cancellation

- (a) Once approved, vacation leave shall not be cancelled by the Employer unless necessitated by extenuating circumstances such as municipal, provincial, or federally declared emergencies or other valid circumstance. Every reasonable consideration shall be given to an Employee who has committed to travel arrangements that result in financial hardship should they be cancelled.

- (b) An Employee request to alter approved vacation may be granted if operational requirements permit.

ARTICLE 15 – LEAVES

15.01 General

- (a) All requests for leaves of absence must be in writing.
- (b) Employees on any unpaid leave of absence exceeding thirty (30) calendar days who wish to retain benefit coverage during their leave must arrange to assume the cost of both the Employee and Employer portions of the Benefit Premiums.
- (c) Employees on approved leave will retain current Seniority.
- (d) Vacation leave, Sick Leave, Seniority, and salary increment progression shall not accrue during a leave of absence without pay that exceeds thirty (30) calendar days.

15.02 Personal Leave / Flex Time

Employees shall be entitled to paid Flex Time on the following basis:

- (a) Full-time Employees shall be entitled to four (4) paid flex days effective January 1 of each year.
- (b) Part-time Employees shall be entitled to a pro-rated amount based on their FTE.
- (c) Eligible Employees commencing employment after January 1 will receive a pro-rated entitlement based upon the number of complete quarters remaining in the calendar year.
- (d) All entitlements are rounded to the nearest full day and must be taken in full day increments.
- (e) Unused Flex Time shall not be carried over to a subsequent calendar year.
- (f) Unused Flex Time shall not be paid to the Employee upon cessation of employment.

15.03 Flex Time Usage

Flex Time is available to Employees to attend to personal matters, or any other purpose not provided by, or in excess of any other leave. Sufficient notice to the Employer, to the extent possible, is required. Requests to utilize Flex Time shall be based on operational requirements and will not be unreasonably denied.

15.04 Jury Duty and Court Attendance

Time spent by an Employee required to serve as a court witness in any matter arising out of their employment with the Employer shall be considered as time worked at the appropriate rate of pay.

15.05 Maternity Leave

- (a) An Employee who has completed at least ninety (90) days' employment shall be granted up to sixteen (16) weeks' Maternity Leave. The Employee will notify the Employer of their intention to take leave within six (6) weeks of their intended start date, or as soon as possible, unless that is not possible for medical reasons.
- (b) Maternity Leave may commence at any time up to thirteen (13) weeks prior to the estimated date of birth and not later than the day of birth.
- (c) The Employee and the Employer shall mutually determine the date that Maternity Leave commences, except where the Employee presents a medical certificate indicating they are advised by their doctor not to continue working for health-related reasons. The Employee shall be entitled to Sick Leave benefits under Article 13, until such time that Maternity Leave commences.
- (d) Employees shall provide at least four (4) weeks' written notice of their date of return to work.
- (e) An Employee returning from Maternity Leave shall be returned to their former position at the appropriate rate of pay. Should such position not be available the Employee shall be provided with alternative work of a comparable nature for which they are qualified at a rate of pay no less than what they formerly earned.

15.06 Parental Leave

- (a) An Employee who has completed at least ninety (90) days' employment is eligible for up to sixty-two (62) weeks of unpaid, job-protected Parental Leave upon the birth or adoption of their child.

- (b) The Employee will give the Employer notice of their intended leave as soon as possible. Leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.
- (c) When Employee partners share the same Parental Leave, the combined leave must not exceed sixty-two (62) weeks. The initial leave request for this purpose shall fully notify the Employer of how the Employees intend to split the available Parental Leave.

15.07 Bereavement Leave

- (a) Employees who require time off work due to the death of a member of their Immediate Family are eligible for three (3) days Bereavement Leave without loss of pay.
- (b) "Immediate Family" shall mean an Employee's spouse (including common law), parents, parents-in-law, siblings, brother/sister-in-law, children and their spouse, grandparents, and grandchildren.
- (c) When travel is required, upon written request up to two (2) additional days without loss of pay may be granted. Approval will not be unreasonably denied.
- (d) Additional leave may be granted without pay. The Employee will be allowed to save one (1) day of Bereavement Leave to attend the memorial service should it occur at a later date.

15.08 Union Leave

(a) Attendance at Union Functions

Upon reasonable notification to the Employer, and based on operational needs, an Employee elected or appointed to represent the Union at Union functions may be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer upon receipt of invoice for such pay. Requests will not be unreasonably denied.

(b) Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to municipal, provincial or federal office, shall be granted leave of absence without pay and without loss of seniority.

15.09 Citizenship Leave

The Employer shall grant one (1) day with pay to an Employee attending their own citizenship ceremony.

ARTICLE 16 – GENERAL HOLIDAYS

16.01 All Regular Full-time Employees are entitled to a day off with pay for each of the following General Holidays:

New Year's Day
Canada Day (July 1st)
Victoria Day
Heritage Day
Thanksgiving Day
Labour Day
Alberta Family Day
Remembrance Day
Good Friday
Christmas Day
Boxing Day

and any other day proclaimed as a holiday by the Government of Alberta.

16.02 General Holiday Pay

- (a) When an eligible Employee is normally scheduled to work on a General Holiday, and does work that day, the Employee is entitled to time and one-half (1 ½) for all hours worked plus:
- (b) Regular Pay for the day, or
- (c) an alternate day off with pay to be taken at a time mutually agreed between the Employee and Employer.

16.03 Calculating General Holiday Pay

- (a) General Holiday pay is five percent (5%) of wages, vacation pay, paid sick time and General Holiday pay earned in the four (4) weeks preceding a General Holiday.
- (b) An Employee is not entitled to General Holiday pay when they:
 - (i) Do not work on a General Holiday when they are required and/or
 - (ii) are absent from employment without consent of the Employer on the Employee's shift immediately preceding or following the General Holiday when scheduled to do so; and/or
 - (iii) are on an unpaid leave.

16.04 Holidays for Days Off

When a day designated as a paid holiday under Article 16.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted paid General Holiday pay on the day observed as the paid holiday.

16.05 Paid Holidays During Vacation or Leave

When a General Holiday occurs during an Employee's period of vacation leave, General Holiday pay will be issued rather than vacation pay.

ARTICLE 17 – FEES AND ALLOWANCES

17.01 Education and Professional Fees

Regular Full-time Employees classified as Registered Nurse, Licensed Practical Nurse and Social Worker are eligible for reimbursement of professional fees to a maximum of one-hundred and fifty dollars (\$150.00) upon presentation of proof of payment. This amount shall be pro-rated for Regular Part-time Employees in accordance with their FTE.

17.02 Mileage Allowance

When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the rate of sixty-one cents (\$0.61) per kilometer.

17.03 Safety Boot Allowance

When the Employer requires staff to wear specific footwear, eligible Employees shall be reimbursed a maximum of one hundred and seventy-five dollars (\$175.00) every two (2) years upon presentation of proof of payment.

ARTICLE 18 – PROMOTIONS, TRANSFERS AND JOB POSTINGS

18.01 Job Postings

Vacancies shall be posted for a minimum of seven (7) calendar days.

18.02 Concurrent Posting

Nothing prohibits a simultaneously internal posting and external advertisement for the same position. However, when an internal applicant is determined to be qualified, the external applications shall not be considered.

18.03 Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

A vacancy that occurs for more than six (6) weeks will be posted stating that the position is limited and will indicate the estimated duration of the limited job. In any event, the limited job will not exceed six (6) months. Upon termination of a limited job, the Employee filling the vacancy will be returned to the classification and job location in which they last worked. In the event that a part-time Employee is a successful applicant, the said Employee will retain their part-time status during the limited full-time period.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

18.04 Appointments

In making appointments, the determining factors shall be job-related skills, training, knowledge, ability, and experience, as identified in the posting and job description. Where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

18.05 Duty to Accommodate

The Parties are committed to the accommodation of disabled Employees and will cooperate in the accommodation process.

18.06 Postings During Vacation

When an Employee will be absent on vacation, and/or a leave of absence, the Employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the Employee wishes to be considered. If such a job or position then arises during the Employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

18.07 New Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job.

If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the Parties in an effort to establish a rate, which is mutually satisfactory. If the Parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 19 – SENIORITY

19.01 Seniority Defined

Seniority is defined as the length of continuous service with the Employer in the bargaining unit. For full-time and part-time Employees, seniority shall be calculated based on the Employee's most recent date of hire with the Employer.

Seniority amongst part-time Employees hired on the same date shall be determined based on the actual number of hours worked.

Casual Employees will not accrue seniority; however, in the event the Employee is accepted for full-time or part-time employment, they will be credited with seniority equivalent to the hours worked as a Casual.

Service granted to Employees of the Gracewood Housing Group who transferred to the Employer on January 1, 2019, shall have seniority calculated as if those Employees were employed by the Employer for the entire period.

19.02 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards by February 28th of each year. An Employee's name shall not be placed on the seniority list until they have completed their probationary period as defined in Article 20.

19.03 Seniority While Outside Bargaining Unit

An Employee who accepts an out-of-scope position with the Employer shall not accumulate seniority. In the event the Employee returns to the bargaining unit within eighteen (18) months, prior bargaining unit seniority shall be reinstated. This term may be extended through mutual agreement between the Union and the Employer.

19.04 Loss of Seniority

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

An Employee will only lose their seniority in the event:

- (a) They are discharged for just cause and not reinstated.
- (b) They resign.
- (c) They are absent from work without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- (e) They are laid off in excess of eighteen (18) months.

19.05 Transfer from Full-time to Part-time

If an Employee transfers from full-time to part-time, their seniority shall be calculated based on their full-time equivalency.

19.06 Transfer from Part-time to Full-time

If an Employee transfers from part-time to full-time, their seniority will be calculated based on the portion of full-time equivalency within their previous position.

ARTICLE 20 – PROBATIONARY EMPLOYEES

20.01 Probationary Employees

Newly hired Employees will serve a probationary period of three (3) calendar months. A review of a probationary Employee's progress shall be conducted during the probationary period and the outcomes and expectations will be shared with the Employee following the evaluation.

In the event the Employee has not been satisfactorily evaluated in relation to all necessary components of the position, the Employee's probationary period may be extended for up to an additional three (3) months.

The purpose of probation is for both the Employer and the new Employee to assess if the position and place of employment is a suitable fit.

20.02 Discharge of a Probationary Employee

An Employee may be released without cause during their probationary period without recourse to the Grievance or Arbitration Procedure should the Employer determine they are unsuitable for continued employment.

20.03 One Probationary Period

An Employee shall serve one (1) probationary period. After completion of the probationary period, seniority will be effective from the original date of employment.

ARTICLE 21 – LAYOFFS AND RECALLS

21.01 Layoff Notice

When circumstances require a workforce reduction, affected non-probationary Employees will receive written notice, or pay in lieu thereof, in accordance with the following schedule:

Length of Service	Notice
After 90 days	1 week
2 years	2 weeks
4 years	4 weeks
6 years	5 weeks
8 years	6 weeks
10 years	8 weeks

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled will be credited with previous seniority.

21.02 Layoff Procedure

When circumstances require a workforce reduction, the Employer shall determine the classifications affected. Employees within that classification will be laid off in reverse order of seniority.

21.03 Recall Period

- (a) The Employee shall remain subject to recall for a period of eighteen (18) months, during which time they shall have first opportunity to access work with the Employer, provided they have the qualifications, ability and skills to perform the work of the position.
- (b) Employees will not lose recall rights if they refuse or accept a temporary position or a position other than their own.
- (c) Should an Employee accept an alternate position and their former position becomes available within the period of layoff identified in Clause 19.04(e), they shall be returned to their previous position.
- (d) No new Employee will be hired until those laid off have been given an opportunity for reemployment.

21.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Union will notify the Employer in writing of the name of each Steward. The Steward may assist any Employee in preparing, processing, and presenting their grievance in accordance with the Grievance Procedure. Unless the Union otherwise directs, a grievance meeting shall not be held without the attendance of a Steward.

22.02 The Grievor and Steward will be entitled to leave their work during working hours to attend grievance meetings with the Employer without loss of pay.

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

- (a) A “Group Grievance” is one affecting two (2) or more Employees which clearly identifies all affected Employees but is dealt with as a single grievance. Group grievances shall be initiated in writing at Step 1.
- (b) A “Policy Grievance” is one filed by the Union involving general application or interpretation of the Collective Agreement. It is initiated at Step 2 of the Grievance Process and submitted to the Director.
- (c) An “Employer Grievance” is one filed by the Employer involving general application or interpretation of the Collective Agreement. It is initiated at Step 2 of the Grievance Process and filed with the Site Vice President.

22.04 Timelines and General Provisions

A grievance must be initiated in writing within ten (10) working days of the date the aggrieved party first became aware, or reasonably should have become aware, of the occurrence giving rise to the grievance.

22.05 Failure to Act Within Time Limits

- (a) Grievances that are not referred to a subsequent level within time limits are deemed abandoned.
- (b) Grievances not responded to within time limits are deemed to be advanced to the subsequent level.

22.06 Definition of Working Days

"Working day" as used in the Grievance and Arbitration Procedures shall mean a day other than Saturday, Sunday, or a recognized holiday.

22.07 Variance from Normal Grievance Procedure

- (a) A grievance may be initiated at a higher Step by written mutual agreement. Grievance timelines may be altered by written mutual agreement.
- (b) Termination grievances shall be filed at Step 2.
- (c) After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee(s), without the consent of the Union.

22.08 Grievance Process

Union representation may be requested at any Step in this process.

Informal Discussion

An Employee will first seek to settle the dispute with their immediate supervisor. In the case of a Group Grievance, a Union representative may initiate the discussion on behalf of the Employees. When the time limit specified at Clause 22.04 is exceeded as a result of informal discussion, the grievance shall be considered timely.

Step 1 – General Manager

Failing satisfactory settlement, the grievance shall be submitted to the General Manager specifying a written statement of the particulars of the grievance and the redress sought. The General Manager will render a written decision within ten (10) working days of receipt of the grievance.

Step 2 – Director of Operations

Failing satisfactory settlement, within ten (10) working days of receipt of the written decision at Step 1, the grievance shall be submitted to the Director of Operations who shall render a written decision within ten (10) working days of receipt of the grievance.

ARTICLE 23 – ARBITRATION PROCEDURE

23.01 Failing satisfactory settlement of a grievance pursuant to Article 22, within twenty (20) working days of the written decision at Step 3, either Party may refer the grievance to arbitration.

23.02 Board of Arbitration

The notice shall name their nominee to a Board of Arbitration. The Party receiving the notice shall, within ten (10) working days, notify the other in writing of their nominee. The nominees shall, within a further twenty (20) days, appoint a Chairperson. In the event the nominees are unable to agree upon a Chairperson, either Party may request Mediation Services to make the appointment.

23.03 Sole Arbitrator

The Parties may, by written agreement, decide to have the grievance decided by a sole arbitrator. In the event the Parties are unable to agree upon a Chairperson within twenty (20) days of such written agreement, either Party may request Mediation Services to make the appointment.

23.04 Expenses

Each of the Parties hereto will bear the fees and expenses of the nominee appointed by it, and the Parties hereto will jointly bear equally the fees and expenses of the Chairperson and any cost of the place of hearing of such arbitration, if and when the necessity arises.

23.05 Powers of the Board/Arbitrator

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

23.06 Decision

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

23.07 Time Limits

The time limits mentioned in this Article may be extended by mutual agreement of the Parties.

ARTICLE 24 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

24.01 Adverse Report

It is understood and agreed that the Employer may suspend an Employee pending investigation without notice. Suspensions pending investigation shall be with pay unless the Employer, in its sole discretion, determines otherwise.

24.02 Disciplinary Action

The record of the suspension, disciplinary action, letter of reprimand or adverse report of an Employee will not be used against them at any time after eighteen (18) months following such suspension or disciplinary action, letters of reprimand or adverse report unless additional discipline occurs within that period.

24.03 Access to Personnel File

An Employee will have the right during normal business hours of the administration office to have access to their personnel file. On request, a copy of any document shall be provided.

An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of their permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union, if the Employee has requested representation.

When a grievance has been initiated, the Union shall have access to the Employee's file upon request. To respect the Employee's privacy, medical information shall be excluded unless it is relevant to the grievance.

24.04 Coaching

The Parties recognise the benefit of coaching discussions between Employees and their supervisor. While coaching is not a form of discipline, it may be referenced in future discipline as appropriate.

ARTICLE 25 – HEALTH AND SAFETY

25.01 The Parties agree to abide by the Alberta Occupational Health and Safety Act and its regulations.

25.02 The Employer and the Union shall establish a Joint Health and Safety Committee as outlined in Article 7.04.

Representatives of the Union shall be appointed or elected by the Union. Employer representation shall not outnumber that of the Union representatives. The Committee will be co-chaired by one (1) representative for the Employer and one (1) from the Union. An increase in representation by either Party may be implemented by mutual consent.

- (a) The Joint Health and Safety Committee shall develop written terms of reference that includes at least:
 - (i) Term of office for Committee members
 - (ii) Frequency of meetings and record keeping
 - (iii) Conducting meetings
 - (iv) Forwarding health and safety concerns to the Employer
 - (v) Replacing a member during their term of office
 - (vi) Resolving disputes if Committee members cannot reach an agreement on a recommendation to the Employer
 - (vii) Process for addressing members not performing their duties as required
- (b) Training will be provided at no cost to the Employee and time spent in training shall be considered time worked.

25.03 Working Alone

A Working Alone policy and procedure shall be created for all staff. Such policy shall be posted in the workplace.

25.04 Personal Protective Equipment

When required by legislation, protective clothing and equipment will be provided with appropriate training at no cost to the Employee.

25.05 Union Notification

The Co-chairs or designates of the Occupational Health and Safety Committee shall be notified promptly of any reported accident or illness that is work-related and require a Committee investigation.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.01 Workplace Surveillance

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

ARTICLE 27 – PROFESSIONAL DEVELOPMENT AND TRAINING

27.01 Training

Where training is required or approved by the Employer it shall be provided at no cost to the Employee. Pre-approved time spent during such required training shall be considered and compensated as time worked and renumerated at the Employee's Regular Pay.

27.02 Prior Approval

To be eligible for reimbursement, Employees shall be responsible to identify the course requested, including the costs and relevance to their position, and to obtain prior approval from the Employer.

ARTICLE 28 – TERM OF AGREEMENT

28.01 The term of this Agreement will be from January 1, 2023 and will continue in force and effect from year to year upon the expiration of that term unless either party gives to the other party notice in writing between sixty (60) and one hundred and twenty (120) days prior to its expiration date of December 31, 2024.

28.02 Changes in Agreement

This Collective Agreement may be amended through mutual agreement of the Parties.

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4731



Mary Emro, Local 4731



Ivett Cane, Local 4731



Kent Hemming, Local 4731



Jackie Roe, CUPE National Representative

May 1, 2023

DATE

FOR TRINITY PLACE FOUNDATION
OF ALBERTA



Jennie Deneka, Chief Executive Officer



Paul Dhaliwal, Director of Operations

Apr 26, 2023

DATE

SCHEDULE "A"
CLASSIFICATIONS AND WAGES

All Annual Salaries are based on 75 hours bi-weekly unless specified otherwise.

CLASSIFICATION	Start	Step 1	Step 2	Step 3	Step 4
Kitchen Assistant	16.50	16.92	17.34	18.00	18.45
	32,175	32,994	33,813	35,100	35,978
Housekeeper	18.21	18.57	18.94	19.42	20.00
	35,510	36,212	36,933	37,869	39,000
ILS Cleaner	19.32	19.90	20.50	21.11	21.85
	37,674	38,805	39,975	41,165	42,608
Activity Aide	21.65	22.09	22.54	23.00	23.58
	42,218	43,076	43,953	44,850	45,981
Cook	21.45	21.88	22.43	22.99	23.56
	41,828	42,666	43,739	44,831	45,942
ILS Worker	21.53	21.96	22.51	23.07	23.65
	41,984	42,822	43,895	44,987	46,118
Scheduler	21.96	22.50	23.10	23.68	24.27
	42,822	43,875	45,045	46,176	47,327
Supply Clerk	21.96	22.50	23.10	23.68	24.27
	42,822	43,875	45,045	46,176	47,327
Receptionist	22.05	22.49	23.00	23.63	24.22
	42,998	43,856	44,850	46,079	47,229
Maintenance Worker	22.87	23.33	23.80	24.40	25.01
	44,597	45,494	46,410	47,580	48,770
Tenant Resource Coordinator	22.97	23.43	23.89	24.50	25.11
	44,792	45,689	46,586	47,775	48,965
Leasing Coordinator	24.50	24.99	25.49	26.13	26.80
	47,775	48,731	49,706	50,954	52,260
Junior Accountant	25.32	25.83	26.34	27.00	27.67
	49,374	50,369	51,363	52,650	53,957
Maintenance Technician	26.40	26.93	27.60	28.29	29.00
	51,480	52,514	53,820	55,166	56,550
Tenant Resource Specialist	36.00	36.72	37.45	38.39	39.35
	70,200	71,604	73,028	74,861	76,733
Social Worker	36.00	36.72	37.45	38.39	39.35
	70,200	71,604	73,028	74,861	76,733

Rec Therapist	35.00	35.70	36.41	37.32	38.07
	68,250	69,615	71,000	72,774	74,237

HEALTH CARE						
	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Personal Support Worker	22.00	22.87	23.67	24.50	25.53	26.17
	43,472	45,191	46,772	48,412	50,447	51,712
Life Skills Support Worker	22.00	22.87	23.67	24.50	25.53	26.17
	42,900	44,597	46,157	47,775	49,784	51,032
Health Care Aide (based on 67.5 hours bi-weekly)	23.67	24.50	25.53	26.17	26.69	27.36
	41,541	42,998	44,805	45,928	46,841	48,017
Licensed Practical Nurse (based on 67.5 hours bi-weekly)	28.56	29.13	29.71	30.45	31.47	32.57
	50,123	51,123	52,141	53,440	55,230	57,160

- (1) Employees shall be placed within the salary range applicable for their classification.
- (2) Progression to the next Step shall be based on the completion of 1950 hours. For HCAs and LPNs, the required hours to progress to the next Step shall be 1755 hours.

LETTER OF UNDERSTANDING

between

CUPE LOCAL 4731

and

TRINITY PLACE FOUNDATION OF ALBERTA

RE: LEASING COORDINATOR

In the event the Employer requires a Leasing Coordinator to perform specific supervisory or budgetary duties in addition to their regular duties, the Employee will receive a premium of three dollars (\$3.00) per hour for the duration of the assignment.

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4731

[Redacted Signature]

Mary Emro, Local 4731

[Redacted Signature]

Ivett Cane, Local 4731

[Redacted Signature]

Kent Hemming, Local 4731

[Redacted Signature]

Jackie Roe, CUPE National Representative

FOR TRINITY PLACE FOUNDATION
OF ALBERTA

[Redacted Signature]

Jennie Deneka, Chief Executive Officer

[Redacted Signature]

Paul Dhaliwal, Director of Operations

May 1, 2023

DATE

Apr 26, 2023

DATE

LETTER OF UNDERSTANDING

between

CUPE LOCAL 4731

and

TRINITY PLACE FOUNDATION OF ALBERTA

RE: FULL-TIME EQUIVALENCY

Notwithstanding Article 9 (Hours of Work), for the purpose of this Collective Agreement, full-time is understood to mean:

Classification	Full-time FTE	Bi-weekly Full-time Hours
Licensed Practical Nurses	0.9 FTE	67.5
Health Care Aide	0.9 FTE	67.5
Personal Support Worker	1.0	76
All other Employees	1.0	75

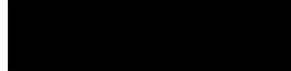
The Parties agree the above may be amended through mutual consent.

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731

FOR TRINITY PLACE FOUNDATION
OF ALBERTA



Mary Emro, Local 4731



Jennie Deneka, Chief Executive Officer



Ivett Cane, Local 4731



Paul Dhaliwal, Director of Operations



Kent Hemming, Local 4731



Jackie Roe, CUPE National Representative

May 1, 2023

DATE

Apr 26, 2023

DATE