

# COLLECTIVE AGREEMENT

BETWEEN

**FOOTHILLS ALCOHOL ACTION SOCIETY  
(Foothills Centre)**

– AND –

**CANADIAN UNION OF PUBLIC EMPLOYEES  
*CUPE* LOCAL 3782**

**July 1, 2022 to June 30, 2025**

June 22, 2023 Added LOU #2  
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FOOTHILLS ALCOHOL ACTION SOCIETY (Foothills Centre)  
(Hereinafter called the "Employer")

Party of the First Part

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** Local 3782  
(Hereinafter called the "Union")

Party of the Second Part

## **ARTICLE 1: TERM OF AGREEMENT**

1.01 This Agreement shall remain in full force and effect from July 1, 2022, to June 30, 2025, and from year-to-year thereafter, unless either Party to this Agreement is given notice in writing by the other Party not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiry date, or the expiry date in any subsequent year.

Negotiations pertaining to any desired change must be commenced within twenty-five (25) working days of receipt of such notice by either Party, unless mutually agreed between the parties to extend the time limit.

It is understood and agreed that should Foothills Centre receive extra funding for Salary and Wage enhancement, the National Representative and Site Union Representative will be contacted for discussions pertaining to the application of said money to the Salary and Wage rates.

1.02 Where notice to commence collective bargaining is served by either Party under Article 1.01, the following conditions shall apply:

- (1) Only those matters brought forward at the first meeting will be subject to negotiations, unless mutually agreed otherwise.
- (2) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in full force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

## **ARTICLE 2: INTERPRETATION**

2.01 "Employees" shall be defined as a person employed by the Employer and who is a member of Local 3782 of the Canadian Union of Public Employees as certified by the Labour Relations Board Certificate 50-97.

2.02 "Employer" shall be defined as the Foothills Centre as directed by the Board of Directors of the Foothills Alcohol Action Society.

- 2.03 “Centre” shall be defined as the Foothills Centre.
- 2.04 “Union” shall be defined as Local 3782 of the Canadian Union of Public Employees.
- 2.05 “Clients” shall mean those persons residing within the Foothills Centre.
- 2.06 Where the plural form is used in this Agreement it shall have the same meaning as the singular form.
- 2.07 “Shift” shall be defined as eight (8) hours of continuous employment unless otherwise stated.
- 2.08 (1) “Full-time Employee” shall mean a Permanent Employee who is scheduled to work Full-time hours.
- (2) “Part-time Employee” shall mean a Permanent Employee who may be regularly scheduled to work less than Full-time hours. Part-time Employees will be offered all other shifts in order of seniority.
- (3) “Casual Employee” shall mean an Employee who does not have regularly scheduled shifts and who works on an intermittent basis or to cover short absences of 3 months or less. Unless specifically stated, a Casual Employee shall receive only the benefits required by legislation and the wages stated in appendix A. Vacant shifts will first be offered to Part-time Employees, then Casual Employees. Shifts will be offered in order of seniority. Casual Employees shall be paid the starting rate for the applicable classification.
- (4) “Regularly Scheduled Shifts” shall mean a Part-time Employee who is scheduled to work the same shift(s) on a regular basis.

### **ARTICLE 3: PURPOSE OF AGREEMENT**

- 3.01 Maintain harmonious and cooperative relations between the Employer, Employee and the Union.
- 3.02 Provide an amicable method of settling any differences or grievances, which may arise between the Employer, Employees and the Union.
- 3.03 Promote mutual interest of the Employer, Employees and the Union, and the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc.
- 3.04 Mutually Agreed Changes:  
During the term of this agreement, any mutually agreed changes, additions or deletions to this Collective Agreement shall be documented in a Letter of Understanding and signed off by the employer and the Union. Letters of Understanding shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

- 3.05 Assist further efficiency in operations coming within scope of this Agreement while maintaining the safety and welfare of the Employees and protection of the property.

## **ARTICLE 4: MANAGEMENT AND UNION RIGHTS**

- 4.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of Management and to direct the working forces.

4.02 Bargaining Unit:

The Employer recognizes the Canadian Union of Public Employees and its Local 3782 as the sole and exclusive collective bargaining agent for all of its Employees as outlined in the Labour Relations Certificate No. 50-97, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4.03 Work of the Bargaining Unit:

Persons whose jobs (paid or unpaid) that are not in the bargaining unit shall not perform any work or duties which are normally performed by bargaining unit members, except in cases of emergency.

4.04 Right of Fair Representation:

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees, or any advisors, when dealing or negotiating with the Employer. Such Representative(s)/Advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

4.05 Union Officers and Committee Members:

Union officers and committee members shall be entitled to leave their work during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Executive Director or designate in their absence. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

4.06 Orientation:

A Representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement; provided, however, that the attendance at the presentation shall not be compulsory. The Employer shall provide five (5) days' notice of the orientation date and time.

## ARTICLE 5: NO OTHER AGREEMENTS

5.01 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their Representative(s), which may conflict with the terms of this Collective Agreement.

## ARTICLE 6: NO DISCRIMINATION OR HARASSMENT

### 6.01 Violence, Bullying and Harassment in the Workplace

The *Alberta Human Rights Act (AHR Act)* prohibits discrimination in employment based on the protected grounds of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, marital status, family status, source of income and sexual orientation.

The employer will not discriminate by reason of membership, non-membership or activity in the Union, or because of an employees connection with a trade union organization, or an employee exercising any right under this collective agreement or any laws of Canada or Alberta.

- (a) Every Employee has the right to a workplace free from violence, bullying or harassment regardless of who the offender may be.
- (b) Workplace Bullying is repeated, mistreatment of a person by one or more perpetrators. Bullying may include, but is not limited to:
  - o Threats, humiliation, intimidation, verbal abuse, or
  - o Work interference by sabotage.
- (c) Workplace harassment is one or a series of incidents involving unwelcome comments or actions that may negatively affect the work environment or leads to adverse consequences for the victim of harassment. Harassment may include, but is not limited to:
  - o Verbal conduct: derogatory or offensive remarks, abusive language
  - o Visual conduct: derogatory cartoons, pornography, racist or sexist material
  - o Physical conduct: unwelcome physical touching or blocking of normal movement
  - o Social media: harassment on social media of a fellow Employee

Workplace harassment includes sexual harassment and retaliation, including but not limited to;

- o Inappropriate touching, leering and/or sexual suggestions
- o Threats or demands to submit to sexual requests in order to keep one's job, gain some benefit, or avoid some loss

- (d) Workplace Violence: is threatened, attempted or actual conduct that causes or is likely to cause physical injury, whether work related or at a work site. Violence includes but is not limited to:
- o Threatening behavior, physical attacks or any acts that would cause fear.
- (e) The Employer commits to:
- o investigate reported incidents of abuse violence, bullying, discrimination, violence and harassment in an objective and timely manner; including incidences reported by third Parties,
  - o take necessary and appropriate action; and
  - o provide appropriate support for victims of workplace violence, bullying, and harassment and abuse,
  - o appoint an impartial or external third-Party investigator when required to maintain impartiality,
  - o notify both the Respondent and Complainant of the investigation,
  - o review the outcome and actions to be taken as a result of the investigation with both the Respondent and the Complainant.
- (f) Regardless of the outcome of a harassment complaint made in good faith, the Employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or the Employer.
- This includes dismissal, demotion, unwanted transfer, denial of employment opportunities or harassment of an individual as a result of them having made a complaint or having provided evidence regarding the complaint.
- (g) Confidentiality will be maintained throughout the process and information relating to the complaint will be disclosed only to the extent necessary to carry out these procedures and where disclosure is required under lawful authority.

## **ARTICLE 7: UNION MEMBERSHIP REQUIREMENTS**

### **7.01 All Employees to be Members:**

Within one (1) week of the signing of this Agreement all Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

## **ARTICLE 8: CHECK-OFF OF UNION DUES**

### **8.01 Check-off Payments:**

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

8.02 Deductions:

Dues deducted shall be forwarded in one (1) cheque to the Union no later than the tenth (10<sup>th</sup>) day of the following month for which the dues were collected. The Employer will deduct an amount from new Employees for initiation as directed by the Union.

The payment shall be accompanied by a dues checkoff that will include the following information for each Employee; names, addresses, phone numbers, classifications, gross wages, and dues deducted, of Employees from whose wages the deductions have been made. This list shall indicate any promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, and other terminations of employment.

A copy of this due's checkoff shall be forwarded by the Employer to the National Office of the Canadian Union of Public Employees and Recording-Secretary of the Local.

The Employer shall pay the Union interest at the rate of one percent (1%) per month, or fraction of a month, for any delay in remitting the sums listed in this Article.

8.03 Dues Receipts:

The Employer shall include the amount of Union dues paid on each Employees T4 slip.

## **ARTICLE 9: CORRESPONDENCE**

9.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Employer, the Foothills Centre Union Representative and the CUPE National Representative.

A copy of any correspondence between the Employer or their designate, and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Foothills Centre Union Representative and the CUPE National Representative.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

10.1 Settling of Disputes and Grievances:

STEP 1: Informal Discussion

An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Executive Director or designate within ten (10) working days of the date they first became aware of, or reasonably should have become aware of the occurrence.

The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with the Executive Director or designate.

A sincere attempt shall be made by both Parties through discussion to resolve the problem at every level.

### STEP 2: Written Grievance

Where the dispute has not been resolved at Step 1, the Union may submit the grievance in writing to the Executive Director within ten (10) working days of receiving a reply at Step 1.

The Executive Director and the Union will schedule a meeting where the Parties will sincerely seek to resolve the grievance.

The Executive Director or designate shall advise the Union of the decision in writing within ten (10) working days of the Step 2 meeting.

After receipt of the Step 2 reply, either Party may proceed, within ten (10) working days, to submit the grievance to Step 3 Mediation.

### STEP 3: Mediation

Following attempts to resolve the dispute at Step 1, the Parties agree to mediate the grievance before referring the grievance to arbitration.

- (a) The mediator shall be mutually agreed upon by the Union and the Employer.
- (b) During the proceedings, the Parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (c) The purpose of the mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute.
- (d) Anything said, proposed, generated, or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
- (e) The grievance may be resolved by mutual agreement between the Parties. The Parties may request that the mediator issue a report including non-binding recommendations.
- (f) The expenses of the mediator shall be borne equally by both Parties.

If the grievance is not settled at Step 3: Mediation, either Party may proceed, within ten (10) working days, to submit the grievance to Arbitration.

10.02 Working days shall be considered Monday through Friday excluding General Holidays.

Timelines shall be extended in cases of grievor illness where the illness results in an absence.

10.03 Grievance Level

When a dispute involving a question of general application or interpretation of this Agreement occurs, a grievance shall be filed at Step 2.

Grievances related to Discipline, including suspension or termination will be filed at Step 2. The meeting at which the discipline is issued will count as Step 1.

10.04 Replies in Writing:

Replies to grievances, stating reasons, shall be in writing at all stages.

If the Grievor or the Union fails to process a grievance to the next step in the Grievance Procedure, then the grievance shall be considered abandoned. If the Employer fails to respond to the grievance at any Step, the grievance will be conceded.

## ARTICLE 11: ARBITRATION

11.01 Either of the Parties wishing to submit a grievance to Arbitration shall notify the other Party in writing.

- (a) Within ten (10) working days after receipt of notification provided for in Article 11.09 above, the Parties shall attempt to agree upon an arbitrator.
- (b) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, the Director of Mediation Services shall appoint an Arbitrator.
- (c) After the Arbitrator has been selected the arbitrator shall meet with the Parties and hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties.
- (d) The decision of the arbitrator shall be final and binding on the Parties.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that seems just and reasonable to the arbitrator.

- (f) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected Party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (g) The fees and expenses of the arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties. The time limits in this Agreement are not mandatory but merely discretionary.

## **ARTICLE 12: DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Discharge and Discipline Procedure:**

An Employee may be dismissed or disciplined but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of discipline or discharge, an Employee shall be given the reason in the presence of their Steward or Union Representative. Such Employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this Article shall render the discipline or discharge null and void.

### **12.02 Co-operative and Corrective Fashion:**

The Employer agrees to consider matters of discipline in a co-operative and corrective manner rather than a punitive fashion and will endeavor to assist the warned Employee on improving their work performance. This shall not prevent the instant dismissal for severe misconduct or other sufficient causes.

### **12.03 Burden of Proof:**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

### **12.04 Right to Have Steward Present:**

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. Where the Executive Director intends to interview an Employee for disciplinary purposes the Executive Director shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

12.05 Personnel Records:

An Employee shall have the right, at any reasonable time, to have access to and review their personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

An Employee shall have the right to make copies of any material contained in their personnel file.

An Employee who disagrees with any record in their personnel file may submit a reply in writing which shall be attached to the disputed document and will become part of the personnel record.

12.06 Discipline Letters:

A copy of all discipline shall be placed on the Employee's Personnel Record. Upon the expiration of twelve (12) months from the date of warning, where the Employee has received no further discipline, the discipline shall remain on the Employee's Personnel Record but shall not be used against the Employee in any future discipline.

12.07 Suspension Pending Investigation

When the Employer sends an Employee home from work while they conduct an investigation, the time spent during the investigation will be with full pay for any scheduled shifts.

The Employer will give written notice of any suspension to the Employee and the Union. Such notice will include the reason for the suspension.

The paid period of suspension is not considered discipline and the Employee will not suffer a financial loss.

## **ARTICLE 13: SENIORITY**

13.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification and recognition of the Union. Seniority shall be used in determining preference or priority where qualifications and required knowledge are equal for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement.

The allocation of available shifts or hours beyond regular shifts or to cover absences will be by seniority of the Part-time Employees first, then by seniority of the Casual Employees.

### 13.02 Seniority List:

The Employer shall maintain two (2) seniority lists showing the current classification and date upon which each Employee's service commenced. The first list will be for Full-time and Part-time Employees. The second list will be for Casual Employees. Where two or more Employees commence work on the same day preference shall be in accordance with the date of application. An up-to-date seniority list shall be posted on all bulletin boards in January and June of each year. If a Casual Employee is hired as a Part-time or Full-time Employee, the seniority shall be the original date of hire.

### 13.03 Probation for Newly Hired Employees:

A newly hired Employee shall be considered on a probationary period for sixty (60) shifts of their employment.

If reason for dismissal arises at any time during the probationary period, dismissal may be put into effect before the probationary period expires.

Probationary Employees who have been terminated from employment shall be entitled to the Grievance Procedure as outlined in Article 10, up to and including Step 2.

After completion of the probationary period, seniority shall be effective from the original date of employment.

During the probationary period, probationary seniority will be effective from the original date of employment. Upon completion of the probationary period, the Employee will gain seniority above the Employees remaining on the probationary period.

## **ARTICLE 14: PROMOTIONS AND STAFF CHANGES**

### 14.01 Job Postings:

- (a) Temporary vacancies greater than thirty (30) days, permanent vacancies or new Permanent positions shall be emailed to all Employees and posted on all bulletin boards for a minimum of five (5) working days prior to the closing date. Interested Employees must submit an application for the position.
- (b) In cases of an emergency, the Employer shall be permitted to fill a vacancy on a temporary basis for a reasonable amount of time until the position can be filled, subject to posting, and in accordance with this Article.
- (b) Openings for Regularly Scheduled Shifts will be filled by the Part-time Employee with the greater seniority of those that are interested first, then by seniority of the Casual Employees with the greater seniority of those that are interested.

#### 14.02 Promotions, Transfers, Staff Changes:

When vacancies occur in the bargaining unit in any classification, the applicant shall be awarded the position subject to the following:

1. Both Parties recognize:
  - (a) The principle of promotion within the service of the Employer.
  - (b) That job opportunities should increase in proportion to length of service.
  - (c) That skill and experience acquired on the job shall be given equal weight with education as factors to be considered when assessing the knowledge and ability of an applicant to do the work of the job.
2. In filling vacancies, the following factors shall be considered:
  - (a) seniority
  - (b) qualifications and
  - (c) knowledge and ability to do the work of the job

Where candidates have attained the thresholds defined in (b) and (c), factor (a) shall govern the selection of the successful applicant.

3. In the event there are no suitable internal applications, the Employer reserves the right to fill the vacancy from external applicants.

#### 14.03 Information in Posting:

Postings shall contain the following information:

Classification, nature of position, qualifications, required knowledge and education, skills (including basic counseling skills), shift, hours of work, wage or salary rate or range.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This Position is Open to all employees regardless of gender or gender identity".

#### 14.04 Written Application:

For the purpose of administration, the Employer will accept applications, in writing, from the Employees who have signified their interest in any vacancies.

- 14.05 Successful applicants will be confirmed in their new position no later than thirty (30) days after the posting closes.

#### 14.06 Trial Period:

(a) Full-time Position

Except in the case of newly hired Employees, the successful applicant shall be notified within one (1) week following the end of the posting period. They shall be given a trial period of forty (40) shifts, during which time they will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared "permanent" after the period of forty (40) shifts.

In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position and shifts, wage or salary rate, without loss of seniority.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

(b) Part-time Position

Except in the case of newly hired Employees, the successful applicant shall be notified within one (1) week following the end of the posting period. They shall be given a trial period of sixteen (16) shifts, during which time they will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared "permanent" after the period of sixteen (16) regularly scheduled shifts.

In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position and shifts, wage, or salary rate, without loss of seniority.

Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

#### 14.07 Notification to Employees and Union:

Within seven (7) calendar days of the date of appointment to a vacant position the successful applicant shall be notified. All other applicants shall also be notified. A copy of the notification will be posted on the bulletin boards. The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

14.08 Every new Employee will receive a position description upon hire.

14.09 Reclassifications:

Where the Employer establishes a new classification, the Union shall immediately be provided with an interim job description and proposed rate of pay by the Employer. Rates of pay for all new classifications are subject to negotiations between the parties.

Where an Employee(s) believes their position has changed or is unfairly or incorrectly classified, the Employees(s) may submit, through the Union, a request for a review of the position. The Employer shall within twenty-one (21) days submit the recommendation to the Union with a copy to the Employee(s).

Failing satisfactory resolve of a new classification or a reclassification request, the matter may be submitted to Arbitration under the Grievance Procedure.

## **ARTICLE 15: LAYOFFS AND RECALLS**

15.01 Definition of Layoff:

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

15.02 Role of Seniority:

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified and has the required knowledge to perform the work of the Employee with less seniority.

15.03 Recall Procedure:

Employees shall be recalled in the order of their seniority.

15.04 No New Employees:

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

15.05 Advance Notice of Layoff:

The Employer will give the Union no less than two (2) weeks advance notice before initiating a layoff. The Employer and the Union will meet to discuss alternatives to layoff and where no alternatives exist, discuss the process of bumping to ensure the least amount of disruption.

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employees has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

15.06 Grievance on Layoffs and Recalls:

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

## ARTICLE 16: HOURS OF WORK

16.01 Regular Daily Hours:

- (1) The normal hours of work for Full-time Employees shall be eight (8) hours per day, five (5) days per week.
- (2) Those Employees who work an eight (8) hour shift (8:00 a.m. to 4:00 p.m.; 4:00 p.m. to midnight; midnight to 8:00 a.m.) shall be provided with a one-half (1/2) hour paid lunch during their shift.
- (3) There shall be one (1) fifteen (15) minute rest period for every four (4) hours worked.
- (4) The Cook's hours of work will be Monday to Friday, 8:00 a.m. to 4:00 p.m.; or 9:00 a.m. to 5:00 p.m., with one-half (1/2) hour paid lunch period provided as well as one (1) fifteen (15) minute break in the first half and one (1) fifteen (15) minute break in the second half.

The Prep Cook's hours of work will be 6:00a.m. to 10:00a.m. with one (1) fifteen (15) minute break.

- (5) No Employee shall be required to work a shift schedule against their wishes when other Employees are available to perform the required work. If the numbers willing to work the shift are insufficient, the shift work will be divided equally among the other qualified Employees.
- (6) Rest Between Change of Shifts  
Failure to provide at least sixteen (16) hours rest between shifts, which are being changed, shall result in payment of overtime at established rates for any hours worked during such rest period. Notwithstanding the above, Part-time Casual Employees will be provided eight (8) hours rest.
- (7) Lunch time breaks are to be scheduled by the Employer, but at no time will it be added to the breaks or be in violation of the *Employment Standards Code*.

## ARTICLE 17: OVERTIME

### 17.01 Overtime Defined:

All time worked before or after the regular daily hours, the regular weekly hours as provided in Article 16.01, or on a paid holiday, shall be considered overtime.

If the shift report exceeds fifteen (15) minutes a minimum of one-half (1/2) hour overtime will be calculated and paid to the outgoing shift.

Part-time and Casual staff will be paid overtime when they exceed any maximum in Article 16 including more than eight (8) hours in a day or more than forty (40) hours in a week.

17.02 Overtime shall be paid at the rate of time and one-half (1½) whether the overtime is on a daily or weekly basis.

### 17.03 Callback Defined:

When an Employee is called back to work overtime, which has not been scheduled in advance, they are entitled to the greater of:

- (1) Compensation at the applicable overtime rate of pay for time worked
- (2) Compensation equivalent to four hours' regular pay for time worked

### 17.04 Overtime for Full-time Employees:

Overtime accumulated by Full-time staff will be taken in time off at the overtime rate (TIME OFF PAID - TOP) in lieu of pay, at a mutually convenient time.

TOP must be pre-arranged with the Executive Director with one (1) week written notice where possible.

TOP shall be taken by the Employee within three (3) months of the end of the pay period in which it is earned.

Time earned during the last quarter of the fiscal year must be taken by March 31<sup>st</sup>.

Any TOP not taken will be paid at the end of the three (3) month period or on the March 31<sup>st</sup> pay period.

17.05 At the time of change from Standard to Daylight Saving Time, Employees working the night shift shall each work seven (7) hours and be paid for seven (7) hours. When reverting from Daylight Saving Time to Standard Time, Employees will each work nine (9) hours and be paid accordingly with one (1) hour at the overtime rate.

## ARTICLE 18: GENERAL HOLIDAYS

### 18.01 General Holidays:

The Employer recognizes the following as paid holidays:

|                    |   |                  |
|--------------------|---|------------------|
| New Year's Day     | Canada Day                                | Remembrance Day  |
| Alberta Family Day | 1 <sup>st</sup> Monday in August          | Christmas Day    |
| Good Friday        | Labour Day                                | Boxing Day       |
| Victoria Day       | National Day for Truth and Reconciliation | Thanksgiving Day |

Note: In order to qualify for payment of such holidays the Employees must qualify under existing legislation

### 18.02 Full-Time Employees

- (a) Front Line Client Care and Kitchen Employees shall be paid at one and one half (1 ½) times the basic rate of pay for all regularly scheduled hours worked on a General Holiday, and two (2) times their basic rate of pay for working Christmas Day, and
- (b) Those full time Employees scheduled to work Christmas Day will not be required to work on New Year's Day and those working New Year's Day will not be required to work Christmas Day. This will be on an annual rotational basis where possible. Employees can volunteer to work both days.
- (c) Front Line Client Care and Kitchen Employees shall be entitled to a day off with pay at their basic rate of pay provided they have:
  - (i) Worked for the Employer 30 days prior to the General Holiday, or as per applicable legislation through Employment Standards, whichever is greater, and
  - (ii) They work their scheduled shift immediately prior to and immediately following the General Holiday except where the Employee is absent with the consent of their Employer, and
  - (iii) Worked on the General Holiday when scheduled or required to do so.

18.03 When a General Holiday falls on a Saturday or Sunday, the Full Time Employee shall be entitled to, a day off with pay at their basic rate of pay.

18.04 All accumulated time in lieu of a General Holiday shall be paid out on March 31<sup>st</sup> of each year, at the rate in effect at the time earned.

18.05 Part-time and Casual Employees shall be paid at one and one half (1 ½) times the basic rate of pay for all regularly scheduled hours worked on a General Holiday, and two (2) times their basic rate of pay for working Christmas Day,

## ARTICLE 19: VACATIONS

### 19.01 Full-time Employees:

In the fiscal year of the anniversary date of an Employee, the annual vacation they are entitled to shall be:

- Less than one (1) year (pro-rated)-----twelve days (12) days (pro-rated)

### 19.02 One (1) weeks' vacation equals five (5) working days.

At the employees written request, five (5) days of annual vacation may be approved by Management to be carried over to the following year.

### 19.03 An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to their employment status and service as follows:

The vacation year is a fiscal year which means that vacation is accrued and administered from April 1 to March 31.

### 19.04 Full Time Employees

Vacation with pay as shown in Column II during the calendar year in which an Employee completes the years of service in Column I:

| Column I – Years of Service                | Column II Vacation with Pay                       |
|--|---|
| Zero to one year                           | 1 day per month to a max of 12 days<br>(Prorated) |
| After one year to 5 years                  | three (3) weeks                                   |
| After five (5) years to ten (10) years     | four (4) weeks                                    |
| After ten (10) years to fifteen (15) years | five (5) weeks                                    |
| After fifteen (15) years of employment     | six (6) weeks                                     |

Notwithstanding the schedule of vacation leave noted above, an Employee, who has been granted and taken vacation leave and terminates their employment with the Employer before March 31, shall have the unearned portion of vacation leave deducted from their termination pay.

## 19.05 Part-time and Casual

Employees shall be paid their vacation entitlement on a semi-monthly basis at the % rate of earnings as outlined below.

| Column I – Vacation Qualification          | Column II Vacation with Pay            |
|--|--|
| Zero to one year                           | four percent (4%) of gross earnings    |
| After one year to 5 years                  | six percent (6%) of gross earnings     |
| After five (5) years to ten (10) years     | eight percent (8%) of gross earnings   |
| After ten (10) years to fifteen (15) years | ten percent (10%) of gross earnings    |
| After fifteen (15) years of employment     | twelve percent (12%) of gross earnings |

19.06 Pay for a week's vacation with pay shall be the basic hours worked per week multiplied by the Employee's standard rate per hour on a weekly basis, but shall not include any shift premium, overtime, or other increments.

19.07 The vacation period shall commence from and include April 1st and continue to and include March 31st of the same fiscal year.

All Employees are expected and encouraged to take their vacation during the current vacation year. However, it is understood that special circumstances may develop which would make it desirable for an Employee to carry over up to five (5) vacation days entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing no later than January 15<sup>th</sup> in any year and will be subject to the approval of the Executive Director.

19.08 When a General Holiday falls on a day of the scheduled vacation, an Employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time that shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other Employees.

### 19.09 Vacation Requests:

The Employer shall post a vacation planner by March 1<sup>st</sup> of each year. Employees must submit their vacation preference by March 15<sup>th</sup>.

Seniority shall be the deciding factor when the Employee's vacation request was submitted before March 15 with the exception of Christmas and New Year's Day, which shall be based on an annual rotation.

When an Employee submits a request for vacation after March 15th, the vacation request will be granted on a first-come, first-served basis.

## 19.10 Where an Employee who is

- (a) hospitalized, or recovering following hospitalization, or
- (b) confined to bed rest due to a significant illness or injury.

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the current absence period or reinstated later at the Employee's option.

The Employee may be required to provide medical documentation, to substantiate their application.

## **ARTICLE 20: SICK LEAVE PROVISIONS**

### 20.01 Sick Leave Defined:

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

### 20.02 Amount of Paid Sick Leave:

Sick leave shall be earned at the rate of one and one-half (1½) days for every month a Full-time Employee is employed. Sick leave may be accumulated to a maximum of four hundred (400) hours.

Sick leave credits shall not be accrued during:

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

### 20.03 Accrual of Sick Leave for Part-time Employees:

Except for training hours, sick leave credits for Part-time Employees shall be earned on all hours worked and computed at the rate of two (2) hours for each period of sixty-four (64) hours worked. Part-time Employees will accumulate sick leave credits to a maximum of thirty-two (32) hours.

### 20.04 Additional Hours:

When a Part-time Employee accepts additional hours of work, outside of scheduled shifts, and then reports sick for such assignment, the Employee shall not be paid sick leave for such shift.

20.05 Personal Days:

Accumulated sick days totaling more than eighteen (18) days can be taken as a personal day with prior approval from the Executive Director. Personal days are limited to a maximum of five (5) days per calendar year, provided staff always maintain a minimum of eighteen (18) sick days. No personal days can be taken if the accumulated sick days fall below eighteen (18) days.

20.06 Illness in the Family:

Where no one at home other than the Employee, can provide for the needs during illness of an immediate member of their family, an Employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.

20.07 Deductions from Sick Leave:

A deduction shall be made from an Employee's accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

20.08 Proof of Illness:

An Employee may be requested to produce a certificate from a medical practitioner for any illness in excess of five (5) working days certifying that they were unable to carry out their duties due to illness.

20.09 Sick Leave During Leave of Absence and Layoff:

When an Employee is given leave of absence for any approved work-related activity, they shall receive sick leave credit for the period of such absence on their return to work.

During leave of absence for any other reason sick leave credits will not continue to accumulate. When an Employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if there are any existing credits at the time of such layoffs.

20.10 Extension of Sick Leave:

An Employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of fifteen (15) working days with the approval of the Board of Directors, with or without pay. Upon return to duty the Employee shall repay the extension of sick leave in full.

No Employee shall have their services terminated by virtue of having exhausted their sick leave credits, provided notice of intention to return to work; together with an anticipated date is given to the Executive Director prior to the accumulated sick days being exhausted.

20.11 Sick Leave Records:

Immediately after the close of each calendar year the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.

## **ARTICLE 21: LEAVES OF ABSENCE**

### **21.01 Negotiation Pay Provisions:**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer during their regularly scheduled working hours. If any of the members of the Negotiating Committee are on their regularly scheduled days off it will be the responsibility of the Local to reimburse such committee member.

### **21.02 Grievance and Arbitration Pay Provisions:**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in Grievance or Arbitration Procedures that occur during regularly scheduled working hours. After hours, it will be the responsibility of the Local to reimburse Representatives.

### **21.03 Leave of Absence for Union Functions:**

Upon being approved by the Employer an Employee elected or appointed to represent the Union at conventions or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any Labour organizations with which the Union is affiliated, shall be allowed leave of absence without pay.

### **21.04 Leave of Absence for Full-time Union or Public Duties:**

- (1) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence (without pay) but without loss of accumulated benefits so that the Employees may be a candidate in federal, provincial or municipal elections.
- (2) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority for a period of up to one (1) year.
- (3) An Employee who is elected or selected for a Full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to one (1) year.

### **21.05 Pay During Leave of Absence for Union Work/Convention:**

An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

### **21.06 Paid Bereavement Leave:**

- (1) An Employee may be granted a minimum of three (3) regularly scheduled consecutive work days without loss of pay or benefits in the case of a palliative care illness, and the Employees shall be granted a minimum of five (5) regularly scheduled consecutive work days without loss of pay or benefits in the case of death of the Employee's spouse (including common-law spouse), child or stepchild.

- (2) An Employee shall be granted a minimum of three (3) regularly scheduled consecutive workdays leave without loss of pay or benefits in the case of death of a parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, or stepparent.
- (3) For the above-noted family members, where burial occurs outside the province or more than five hundred kilometers (500kms) away such leave shall also include reasonable travelling time not to exceed five (5) days.
- (4) An Employee shall be granted a minimum of one (1) regularly scheduled workday leave without loss of pay or benefits in the case of the death of an aunt, uncle, nephew, niece, cousin, brother-in-law, or sister-in-law.
- (5) In recognition of the fact that circumstances, which call for bereavement leave are based on individual circumstances, the Employer, upon request, may grant additional bereavement leave.
- (6) An Employee requesting Paid Bereavement Leave will provide management with a written request, which includes date of leave requested and relationship to the deceased.

**21.07 Employer Payment of Employees Benefits During Maternity Leave:**

During the period of maternity leave, which shall not exceed fifteen (15) weeks, unless extended by the Board of Directors, the Employer shall continue to pay the hospital, medical, disability, group life, pension and other benefits of this Agreement.

**21.08 Procedure Upon Return from Maternity Leave:**

When an Employee decides to return to work after Maternity Leave, they shall provide the Employer with at four (4) weeks written notice. Upon return from maternity leave, the Employees shall be placed in her former position. If the former position no longer exists, they shall be placed in a position at the same rate of pay.

**21.09 Parental Leave:**

The Employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth. Upon request, the Employee will supply a medical report confirming that they or their spouse is pregnant and indicating the anticipated date of delivery.

Leave of absence without pay and benefits shall be granted for a period not to exceed seventy-two (72) weeks.

The Employee shall provide written notice at least six (6) weeks before their intention to take parental leave of seventy-two (72) weeks at the same time as their maternity of leave and supply a medical report indicating anticipated date of delivery.

The Employee who has been employed by the Employer for at least fifty-two (52) consecutive weeks, whose spouse is taking maternity leave is entitled to seventy-two (72) weeks, without pay, parental leave. The Employee will notify the Employer one (1) month in advance of the date the leave is to commence.

#### 21.10 Adoption Leave:

An Employee who has been employed by the Employer for at least fifty-two (52) consecutive weeks may seek leave without pay for a period not exceeding seventy-two (72) weeks due to adoption of a child. The Employee must provide proof of the anticipated adoption.

An Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

#### 21.11 At the Employee's option:

- (1) Full-time Employees may elect to forfeit five (5) working days of their full entitlement; and
- (2) Part-time Employees may elect to forfeit seven (7) calendar days of their full entitlement.

#### 21.12 Compassionate Care Leave:

- (a) An Employee who has been employed for at least ninety (90) days is entitled to unpaid Compassionate Care Leave for a period of up to twenty-seven (27) weeks for the purpose of providing care or support to a seriously ill family member.
- (b) Family member will include:
  - (i) A Spouse or Common-law partner of the Employee;
  - (ii) A Child of the Employee or Child of the Employee's Spouse or Common-law partner;
  - (iii) A Parent of the Employee or Spouse or Common-law partner; and
  - (iv) Other person who is a member of a class of persons designated in the *Regulations* or defined by the *Employment Standards Code*.
- (c) If both parents are Employees, the Compassionate Care Leave may be shared between the Employees as long as the combined period of Compassionate Care Leave does not exceed twenty-seven (27) weeks.
- (d) The Employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued or, if the leave was commenced before the certificate was issued, the day the leave began and that the family member requires the care and support of one or more family members.

- (e) An Employee who wishes to take Compassionate Care Leave must give the Employer at least two (2) weeks' written notice which must also include the date of the Employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.
- (f) Compassionate Care Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.
- (g) Compassionate Care Leave ends on the earliest of the following:
  - (i) The last day of the work week in which the family member named in the medical certificate dies, the twenty-seven (27) weeks' Compassionate Care Leave ends; or
  - (ii) The last day of work of the week in which an Employee ceases to provide care or support to the seriously ill family member.
- (h) During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- (i) Employees on Compassionate Care leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- (j) An Employee who has been on Compassionate Care Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

#### 21.13 Death or Disappearance of Child Leave:

- (a) An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.
- (b) An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of up to one-hundred and four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.
- (c) The Employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.

- (d) The period during which the Employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance fifty-two (52) weeks after the date on which the disappearance occurs or, in the case of death, one-hundred and four (104) weeks after the date on which the death occurs.
- (e) An Employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the Employee's return to work.
- (f) In the case of a child who disappears and is subsequently found alive, the Employee is to return to work fourteen (14) days after the date on which the child is found but no later than the end of the fifty-two (52) week period or, if the child is found deceased, one-hundred and four (104) weeks after the day on which the disappearance occurred.
- (g) During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- (h) Employees on Death or Disappearance of Child Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- (i) An Employee who has been on Death or Disappearance of Child Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

#### 21.14 Critical Illness Leave:

- (a) An Employee who has been employed for at least ninety (90) days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to thirty-six (36) weeks for the purposes of providing care or support to the child.
- (b) An Employee who has been employed for at least ninety (90) days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to sixteen (16) weeks for the purposes of provided care or support to the adult.
- (c) If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one Employee at a time.

- (d) If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends:
  - (i) On the date of the last day of the work week in which the last critically ill child dies;
  - (ii) The expiration of thirty-six (36) weeks following the date leave began;
  - (iii) The expiration of the last period referenced within the medical certificate for the critically ill children; or
  - (iv) The last day of the work week in which the Employee ceases to provide care and support to the last of the critically ill children.
  
- (e) Critical Illness of Adult Leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill and ends:
  - (i) On the date of the last day of the work week in which the critically ill adult dies;
  - (ii) The expiration of sixteen (16) weeks following the date leave began;
  - (iii) The expiration of the last period referenced within the medical certificate for the critically ill adult; or
  - (iv) The last day of the work week in which the Employee ceases to provide care and support to the critically ill adult.
  
- (f) The Employee must provide the Employer with a medical certificate issued by a physician stating:
  - (i) That the child or adult is critically ill and requires care and support;
  - (ii) The start date of the period during which the child or adult requires that care and support;
  - (iii) The end date of the period during which the child or adult requires that care and support; and
  - (iv) If the leave was begun before the certificate is issued, the day leave began.
  
- (g) An Employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) weeks' written notice, such notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.
  
- (h) Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.
  
- (i) During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

- (j) Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- (k) If an Employee has been on Critical Illness of Child or Adult Leave, they must provide at least forty-eight (48) hours' notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

**21.15 Long-Term Illness or Injury Leave:**

- (a) An Employee who has been employed by the Employer for at least ninety (90) days is entitled to unpaid leave due to the illness or injury or quarantine of the Employee.
- (b) The Employee is entitled to no more than sixteen (16) weeks of Long-Term Illness or Injury Leave in a calendar year.
- (c) The Employee must provide the Employer with a medical certificate issued by a physician stating the estimate duration of the leave.
- (d) During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- (e) Employees on Long-Term Illness or Injury Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- (f) The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

**21.16 Domestic Violence Leave:**

- (a) Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.

- (b) An Employee who is the victim of domestic violence and has been employed for at least ninety (90) days is entitled to unpaid Domestic Violence Leave of up to ten (10) days in a calendar year.
- (c) The Employee may take Domestic Violence Leave for one or more of the following purposes:
  - (i) To seek medical attention for the Employee or the Employee's dependent child or protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;
  - (ii) To obtain services from a victims' services organization;
  - (iii) To obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;
  - (iv) To relocate temporarily or permanently; and
  - (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.
- (d) Before taking Domestic Violence Leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.
- (e) The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work, unless the Employer and Employee agree otherwise.

#### 21.17 Personal or Family Responsibility Leave:

- (a) An Employee who has been employed for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet his or her family responsibilities in relation to a family member.
- (b) Before taking Personal or Family Responsibility Leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.
- (c) The Employee must provide a least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

#### 21.18 Leave for Citizenship Ceremony:

- (a) An Employee who has been employed for at least ninety (90) days is entitled to up to one-half (½) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.
- (b) Before taking a Leave for Citizenship Ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

## **ARTICLE 22: PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Days:**

The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On the last payday of the month, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. There will be provision for an interim monthly payment of one thousand dollars (\$1000.00) for each month.

Part-time Employees shall be paid semi-monthly in full for all hours worked.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, or by this Agreement. Over-payment may be recoverable by the Employer where such recovery would be reasonable or fair.

#### **Timesheet cut-off dates:**

For Full-time Employees, the timesheet shall be completed by the end of the month.

For Part-time Employees, the cut-off date by which timesheets need to be complete is four (4) business days before payday.

Late claims will not be processed until the following pay period.

### **22.02 Equal Pay for Work of Equal Value:**

Employees shall receive equal pay for work of equal value, regardless of gender.

### **22.03 Rate of Pay on Promotion or Reclassification:**

An Employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position, carrying a single rate of pay, shall receive the rate of pay and benefits for that position for the time they perform that job.

### **22.04 Part-Time Casual Employees:**

All Part-time Casual Employees shall be entitled to all rights and benefits of this Agreement except where specified.

### **22.05 Pay on Temporary Transfer, Higher Rated:**

- (1) When a Part-time Client Care Assistant temporarily relieves or performs the duties of a Client Care Assistant I the Part-time Client Care Assistant shall receive the Part-time Client Care Assistant I rate of pay for the shift.
- (2) When a Full-time Client Care Assistant temporarily relieves or performs the duties of a Client Care Assistant I, the Full-time Client Care Assistant shall receive an additional twelve dollars (\$12.00) per shift up to a maximum of ten (10) shifts per month. More than ten (10) shifts per month the position will be assigned as per Article 22.03.

**22.06 Pay on Transfer, Lower Rated:**

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate their rate shall not be reduced.

**22.07 Shift Differential:**

11:45 p.m. to 8:00 a.m. Monday to Friday (midnights)  
11:45 p.m. to 11:45 p.m. Friday to Sunday (weekends)

Midnight Shift .40/hour  
Weekend Shift .50/hour

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

## **ARTICLE 23: EMPLOYEES BENEFIT PLANS**

**23.01 Employer Contributions to Hospital Medical Insurance:**

In the event the Province of Alberta implements costs associated with the Alberta Health Care Plan, the Union and the Employer agree to discuss the feasibility of the Employer covering the cost of the plan.

The Employer provides a group life and health benefit plan. Entitlement to participate is dependent upon application to and approval by the benefit provider.

The Employer administers and pays seventy-five percent (75%) of the Life Insurance and Health Care Benefits cost for Full-time Employees. Full time employees contribute 25% of the cost of the plan.

Part-time Employees who are regularly scheduled for a minimum 24 hours per week and who choose to access health care benefits and life insurance will contribute fifty percent (50%) of the cost of the plan and the employer will contribute the remaining 50%.

The Employer provides a pension plan whereby the Employer contributes one and one-half percent (1.5%) of the full time Employee's gross salary. The full time Employee is deducted and contributes three percent (3%) of gross salary.

**23.02 The Employer will not change the benefit plan(s) or providers without informing the Union prior to implementing the change.**

Any change in benefit carriers or plans will not result in a substantial reduction in benefits.

**23.03 Health Spending Account:**

Effective January 1, 2020, Full-time Employees shall be granted five hundred dollars (\$500.00) per calendar year to supplement benefits of services eligible through Foothills Centre's benefits service provider. Health Spending funds may also be used towards a Personal Day(s) off calculated at the cost of one hundred and fifty dollars (\$150.00) per day. Health Spending funds must be used by the following March 31<sup>st</sup> fiscal year end and cannot be carried forward into the next fiscal year. Health Spending funds may be used in a combination of days off and benefits. Benefit reimbursement must be preceded with receipts.

**ARTICLE 24: JOB SECURITY RESTRICTIONS ON CONTRACTING OUT**

**24.01 Job Security:**

In order to provide a measure of job security for members of the bargaining unit the Employer agrees that before any work or services performed by the Employees is to be sub-contracted, transferred, leased, assigned or conveyed (in whole or in part) to any other plant, person, company or non-unit Employees the Union and the Employer agree to meet and negotiate such measures as to protect Employees from any adverse effects.

24.02 If the Employer and the Union fail to reach agreement upon such measures as referred to in Article 24.01 the matter shall be referred to the "Grievance and Arbitration Procedure", and no change shall take place until such determination has been handled.

24.03 A layoff shall be defined as a reduction in the workforce or a reduction in an Employee's regular hours of work, as defined in this agreement.

24.04 The Employer agrees to provide the Union and the Employee with no fewer than 30 days written notice of a proposed layoff.

24.05 The Employer agrees to make every reasonable effort to avoid reductions in the work force, reductions in hours, and/or job elimination.

**24.06 Restrictions on Sub-Contracting and Contracting out:**

(a) In order to provide job security for the members of the bargaining unit, the Employer(s) agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit Employee, unless it can be established by the Employer(s) that contracting out of such services will significantly increase the cost-effectiveness and maintain the quality of health services provided.

- (b) Before any work is contracted out, Management will discuss its intentions with the Local of the Union. In such discussions, the Employer(s) will fully disclose its reasons for the tentative decision to contract or subcontract such work and give the Local of the Union an opportunity to suggest ways in which the work might otherwise be performed. In the event the Employer(s)' action is disputed, prior to any contracting out, the dispute will be forwarded directly to Expedited Arbitration for settlement.

## **ARTICLE 25: FIRST AID, VACCINATIONS AND TRAINING**

### **25.01 First Aid:**

All Employees will agree to complete courses for certification and re-certification of Cardiopulmonary Resuscitation (CPR) and First Aid every third (3<sup>rd</sup>) year. The Employer agrees to reimburse Employees the following amounts for the cost of such courses upon successful completion and certification.

|                     |      |
|---------------------|------|
| Full Time Employees | 100% |
| Part Time Employees | 75%  |
| Casual Employees    | 50%  |

This cost shall not be reimbursed to a newly hired Employee.

### **25.02 Vaccinations:**

The Employer shall pay for Hepatitis C and Flu vaccinations, and strongly encourages all Employees to have the vaccinations.

### **25.03 Influenza/Quarantine:**

Where an employee is required to be immunized by either the Employer or Medical Officer of Health, the Employee will be allowed paid time to attend the vaccination appointment during regular working hours. Attending the vaccination appointment shall not result in loss of pay or reduction of the Employee's sick leave credits.

### **25.04 Training:**

The Employer agrees that all newly hired Employees shall receive a minimum of four (4) days training prior to the Employee being required to work a regular shift.

### **25.05 Training Allowance:**

Employees who are required to train newly hired Employees shall receive a training allowance of four dollars (\$4.00) per hour. The training allowance shall be divided equally among those Employees carrying out the training.

For example: Two (2) Employees working an eight (8) hour shift where training is required, each Employee shall receive one-half (1/2) the training allowance, two dollars (\$2.00) per hour for eight (8) hours.

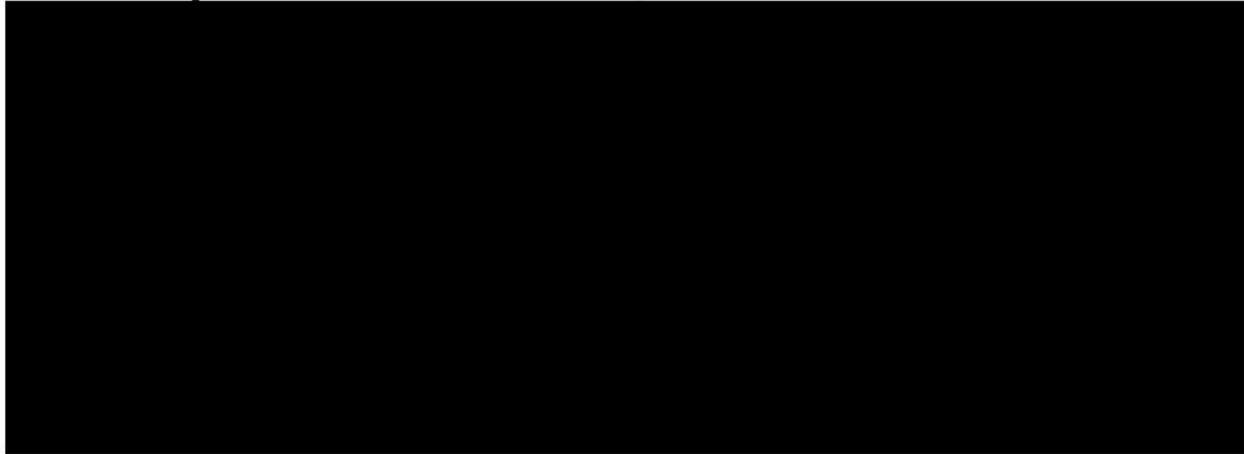
\*\*\*\* \*\*

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

THIS 3 DAY OF February, 2023.

Signed on behalf of  
FOOTHILLS ALCOHOL ACTION  
SOCIETY (FOOTHILLS CENTRE)

Signed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 3782



## APPENDIX "A" - WAGES

New employees and employees serving their trial period are paid at the Starting Rate. After successful completion of the probationary period or the trial period, employees are paid at the Regular Rate.

| FULL-TIME STAFF – MONTHLY WAGES   |                             |                           |                           |
|-----------------------------------|-----------------------------|---------------------------|---------------------------|
| Classification - Client Manager** | Entry Level \$<br>Year 1 -2 | Mid- Point \$<br>Year 2-4 | Maximum \$<br>Year 4 & up |
| Sept 1, 2022 (+12%)               | 25.33 - 27.31               | 27.31 - 30.40             | 30.41 - 35.20             |
| July 1, 2023 (+1%)                | 25.59 - 27.58               | 27.59 - 30.70             | 30.71 - 35.55             |
| July 1, 2024 (+1%)                | 25.84 - 27.85               | 27.86 - 31.01             | 31.02 - 35.90             |

| Classification          | Start Rate<br>Sept 1, 2022 +12% | Regular Rate<br>July 1, 2023 +1% | Regular Rate<br>July 1, 2024 +1% |
|-------------------------|---------------------------------|----------------------------------|----------------------------------|
| Client Care Assistant I | 21.23                           | 21.45                            | 21.66                            |
| Admittance Coordinator  | 21.23                           | 21.45                            | 21.66                            |
| Client Care Assistant   | 19.70                           | 19.89                            | 20.09                            |
| Head Cook               | 21.02                           | 21.23                            | 21.45                            |
| Program Assistant       | 22.67                           | 22.90                            | 23.12                            |

| PART-TIME STAFF – HOURLY WAGES |                                 |                                  |                                  |
|--------------------------------|---------------------------------|----------------------------------|----------------------------------|
| Classification                 | Start Rate<br>Sept 1, 2022 +10% | Regular Rate<br>July 1, 2023 +1% | Regular Rate<br>July 1, 2024 +1% |
| Client Care Assistant          | 19.72                           | 19.92                            | 20.12                            |
| Cook                           | 20.61                           | 20.82                            | 21.03                            |
| Prep Cook                      | 18.48                           | 18.66                            | 18.85                            |

Acting Supervisor additional \$12.00/shift

| CASUAL STAFF – HOURLY WAGES |                                 |                                  |                                  |
|-----------------------------|---------------------------------|----------------------------------|----------------------------------|
| Classification              | Start Rate<br>Sept 1, 2022 +10% | Regular Rate<br>July 1, 2023 +1% | Regular Rate<br>July 1, 2024 +1% |
| Client Care Assistant       | 18.95                           | 19.14                            | 19.33                            |
| Cook                        | 20.03                           | 20.23                            | 20.43                            |
| Prep Cook                   | 18.48                           | 18.66                            | 18.85                            |

Acting Supervisor additional \$12.00/shift

**LETTER OF UNDERSTANDING #1: WAGE RE-OPENER**

Foothills Alcohol Action Society  
(Foothills Centre)  
Fort Macleod, Alberta

(Hereinafter called the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES  
**CUPE** Local 3782

(Hereinafter called the "Union")

RE: WAGE RE-OPENER

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The Parties agree to the following language:

Should the Employer receive funding for wages at any period during the term of the current Collective Agreement, the Employer and the Union will meet to discuss any rate increases.

Signed this 3 day of February, 2023.

Signed on behalf of  
FOOTHILLS ALCOHOL ACTION  
SOCIETY (FOOTHILLS CENTRE)

Signed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 3782

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**THE FOOTHILLS ALCOHOL ACTION SOCIETY  
(the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3782  
(The "Union")**

**(COLLECTIVELY THE "PARTIES")**

**RE: APPENDIX "A" WAGES**

The Union and the Employer agree that the following three (3) new job classifications will be added to Appendix "A" Wages.

The parties agree that the terms of this agreement may be changed at any time by mutual consent of both parties.

1. This Agreement will take effect upon signing and retroactively back to the date the positions were filled.
2. The Parties agree that Appendix "A" will be amended to add the following classifications and wages:

|                                     | Start Rate<br>Sept 1, 2022 +10% | Regular Rate<br>July 1, 2023 +1% | Regular Rate<br>July 1, 2024 +1% |
|-------------------------------------|---------------------------------|----------------------------------|----------------------------------|
| Full Time Admissions Support Worker | \$19.70                         | \$19.90                          | \$20.10                          |
| Part time – Client Support Worker   | \$20.72                         | \$20.93                          | \$21.14                          |
| Part time – Housekeeping            | \$20.00                         | \$20.20                          | \$20.41                          |

3. The Parties agree that these positions are eligible for all rights and benefits under the collective agreement.
4. The Parties agree that any substantial changes to the job description, wage change, or classification change shall be negotiated by the Parties.

5. This Letter of Understanding shall continue in force until the expiry of the Collective Agreement and shall continue to apply until the Parties have ratified the terms of the renewed Collective Agreement.

**Signed in Fort Macleod** this \_\_\_\_\_ day of June 2023.



**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**THE FOOTHILLS ALCOHOL ACTION SOCIETY  
(the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3782  
(The "Union")**

**(COLLECTIVELY THE "PARTIES")**

**RE: APPENDIX "A" - WAGES**

The Union and the Employer agree that the following Appendix "A" - Wages will replace the previous Appendix "A" - Wages found on page 35 of this agreement.

The parties agree that the terms of this agreement may be changed at any time by mutual consent of both parties.

1. This Agreement will take effect July 1, 2023.

| <b>FULL-TIME STAFF - HOURLY WAGES</b> |                             |                          |                           |
|---------------------------------------|-----------------------------|--------------------------|---------------------------|
| Classification- Client Manager**      | Entry Level \$<br>Year 1 -2 | Mid-Point \$<br>Year 2-4 | Maximum \$<br>Year 4 & up |
| Sept 1, 2022 (+12%)                   | 25.33 - 27.31               | 27.31-30.40              | 30.40 -35.19              |
| July 1, 2023 (+5%)                    | 26.60-28.68                 | 28.68-31.92              | 31.92-36.95               |
| July 1, 2024 (+1%)                    | 26.87-28.97                 | 28.97-32.24              | 32.24-37.32               |

| Classification           | Start Rate Sept<br>1, 2022<br>+12% | Regular Rate<br>July 1, 2023<br>+5% | Regular Rate<br>July 1, 2024<br>+1% |
|--------------------------|------------------------------------|-------------------------------------|-------------------------------------|
| Client Care Assistant 1  | 21.23                              | 22.30                               | 22.52                               |
| Admittance Co-ordinator  | 21.23                              | 22.30                               | 22.52                               |
| Client Care Assistant    | 19.70                              | 20.69                               | 20.90                               |
| Admission Support worker | 19.70                              | 20.69                               | 20.90                               |
| Head Cook                | 21.02                              | 22.08                               | 22.30                               |
| Program Assistant        | 22.67                              | 23.80                               | 24.04                               |

| <b>PART-TIME STAFF - HOURLY WAGES</b> |                                 |                                  |                                  |
|---------------------------------------|---------------------------------|----------------------------------|----------------------------------|
| Classification                        | Start Rate Sept 1, 2022<br>+10% | Regular Rate July 1, 2023<br>+5% | Regular Rate July 1, 2024<br>+1% |
| Client Care Assistant                 | 19.72                           | 20.71                            | 20.92                            |
| Cook                                  | 20.61                           | 21.64                            | 21.86                            |
| Prep Cook                             | 18.48                           | 19.40                            | 19.59                            |
| Client Support Worker                 | 20.72                           | 21.76                            | 21.98                            |
| House Keeping                         | 20.00                           | 21.00                            | 21.21                            |

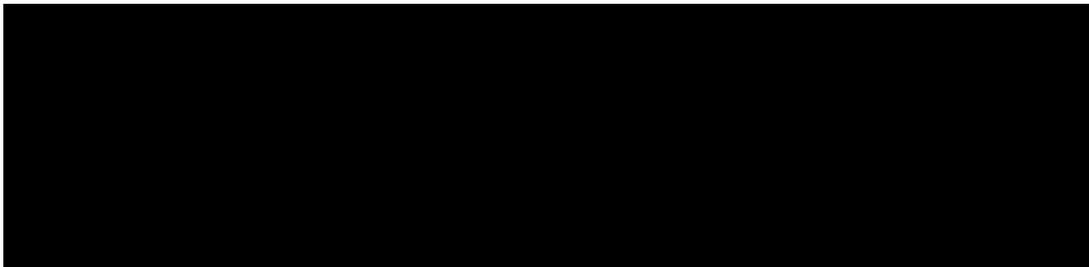
Acting supervisor additional \$12.00/shift

| <b>CASUAL STAFF- HOURLY WAGES</b> |                                 |                                  |                                  |
|-----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| Classification                    | Start Rate Sept 1, 2022<br>+10% | Regular Rate July 1, 2023<br>+5% | Regular Rate July 1, 2024<br>+1% |
| Client Care Assistant             | 18.95                           | 19.90                            | 20.10                            |
| Cook                              | 20.03                           | 21.03                            | 21.24                            |
| Prep Cook                         | 18.48                           | 19.40                            | 19.60                            |

Acting supervisor additional \$12.00/shift

2. This Letter of Understanding shall continue in force until the expiry of the Collective Agreement and shall continue to apply until the Parties have ratified the terms of the renewed Collective Agreement.

Signed this \_\_\_\_\_ day of July, 2023.



LETTER OF UNDERSTANDING #4

BETWEEN:

THE FOOTHILLS ALCOHOL ACTION SOCIETY  
(the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3782  
(The "Union")

(COLLECTIVELY THE "PARTIES")

RE: Amendment to Article 22 – Payment of Wages and Allowances

The Union and the Employer agree to amend Article 22.07 in the current Collective Agreement as follows:

22.07 Shift Differential:

11:45 p.m. to 8:00 a.m. Monday to Sunday (~~mid~~nights)  
11:45 p.m. to 11:45 p.m. Friday to Sunday (weekends)

Midnight Shift .40/hour  
**Night Shift \$2.00/hour**  
Weekend Shift .50/hour

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

This differential will go into effect on July 1, 2023.

The parties agree that the terms of this agreement may be changed at any time by mutual consent of both parties.

Signed this \_\_\_\_\_ day of July 2023.