

**COLLECTIVE AGREEMENT**

between

**W.J. STELMASCHUK AND ASSOCIATES LTD.**

(hereinafter called "the Employer")

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099**

(hereinafter called "the Union")

**MARCH 1, 2024 - MARCH 31, 2027**

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## ARTICLE 1 - PREAMBLE

### **1.1 Purpose of Agreement**

The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement. The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter will be sent to arbitration as provided in Article 8 (Grievance Procedure).

### **1.3 Use of Terms**

(a) *Gender Neutral Terms*

Throughout this agreement, gender neutral terms will be used.

(b) *Singular or Plural*

Wherever the singular is used the same will be construed as meaning the plural if the facts or context so require.

### **1.4 No Discrimination**

The parties hereto subscribe to the principles of the Alberta *Human Rights Act*. The Employer and the Union agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, union affiliation, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression, or criminal or summary conviction that is unrelated to the employment of that person.

## ARTICLE 2 – DEFINITIONS

### 2.1 Employees

- (a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work at least 80 hours bi-weekly.
- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment.
- (c) Casual employees are employed on an “on call” basis and appointed to the casual on-call list. Casual employees who do not work at least three (3) shifts over a three (3) month period will be removed from the casual on-call list.

### 2.2 Other Definitions

- (a) “**Ability**” includes the ability to interact effectively with clients.
- (b) “**Day**” is a calendar day, unless otherwise noted.
- (c) “**Gender Expression**” means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.
- (d) “**Gender Identity**” means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- (e) “**Indigenous**” - has the same meaning as the term “Aboriginal” as defined in the Constitution of Canada, which “*includes the Indian, Inuit and Métis peoples of Canada.*”
- (f) “**Spouse**” means a person who cohabits as a spousal partner for a period of not less than one year.
- (g) “**Union**” means the Union that represents the employees in the certification.
- (h) “**Working Days**” means Monday to Friday, excluding General Holidays.

## ARTICLE 3 - UNION RECOGNITION AND RIGHTS

### **3.1 Bargaining Unit Defined**

The bargaining unit will comprise all employees as described on certificate number C1905-2021 issued by the Alberta Labour Relations Board except those excluded by mutual agreement of the parties or by the Alberta *Labour Relations Code*.

### **3.2 Bargaining Agent Recognition**

The Employer recognizes the Canadian Union of Public Employees Local 1099 as the exclusive bargaining agent for all employees covered by the certification.

### **3.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement, will be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any Article in this agreement, will be forwarded to the President of the Union or designate.

### **3.4 No Other Agreement**

No employees covered by this agreement will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this agreement.

### **3.5 No Discrimination for Union Activity**

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees for reason of membership or activity in the Union.

### **3.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (b) Where an employee requests Union representation, a steward, a union staff person, or local union officer designated by the Union may represent the employee.
- (c) A steward must obtain the permission of their immediate supervisor before leaving work for the time reasonably required to perform their duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.

- (d) Where the steward's duties will unreasonably interfere with the proper operation of the Employer, such duties will be performed outside of normal working hours.
- (e) The Union will provide the Employer with the duties of stewards in writing as set out in the Union's bylaws at the commencement of the term of this Agreement and as amended from time to time.

### **3.7 Union Meetings**

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the agency facilities to hold union meetings. Union meetings, including general and/or committee(s) meetings, held on employer premises will not interfere with the operation of the Employer.

### **3.8 Union Communications**

- (a) The Employer will provide a bulletin board for the exclusive use of the Union at each administration/staff office; the Employer will not be required to provide a bulletin board in a client's home. The use of the bulletin board is restricted to the affairs of the Union.
- (b) Employees who normally use the Employer's computers for work related business can occasionally access the union's websites and an electronic copy of the collective agreement during breaks if it does not unreasonably interfere with the Employer's business.

### **3.9 Union Insignia**

A union member will have the right to wear or display the recognized insignia of the Union.

### **3.10 Time Off for Union Business**

Leave of absence without loss of seniority will be granted:

- (a) Without Pay (Employer to bill Union for all employee pay costs incurred, with the Union to promptly reimburse the Employer)
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
  - (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the bargaining committee;

- (4) to stewards to maintain all bulletin boards;
  - (5) to employees designated by the Union to sit as observers on interview panels;
  - (6) to the grievor to attend an arbitration board or any other labour relations body.
- (b) With Pay (Employer to pay employee without Union reimbursement)
- (1) to stewards, or Union Executive members, to perform their duties as per Article 3.6 (Recognition and Rights of Stewards);
  - (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;
  - (3) to any employee required to attend a hearing who is scheduled to work night shift prior to the hearing will be granted that shift off with pay. Any employee required to attend a hearing for over three (3) hours who is scheduled to work the evening shift the day of the hearing will be granted that shift off with pay;
  - (4) to employees called by the Union or Employer to appear as witnesses before an arbitration board or any other labour relations body;
- (c) With regular-time rate pay to members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.
- (d) The Union and the employee will make every effort to provide as much advance notice as possible for leave requirements to facilitate scheduling of both clients and employees.

### **3.11 Reimbursement**

The Employer shall pay the employees who are off for union business, their regular pay as though they had worked, billing the union for lost time and any other deductible benefits during the leave of absence.

### **3.12 Labour Relations Code**

The parties hereto subscribe to the principles of the Alberta *Labour Relations Code*.

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

The Employer will, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted. All deductions will be remitted to the Union not later than twenty-eight (28) days after the date of deduction and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount will be the amount deducted.

The Employer will supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1st of the succeeding year.



## **ARTICLE 5 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4 (Check-Off of Union Dues).

The Employer will notify the union of new employees and of their primary work location within ten (10) days of the start date of the new employee. The Employer agrees that a Union appointed representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **ARTICLE 6 - EMPLOYER'S RIGHTS**

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

## ARTICLE 7 • EMPLOYER/UNION RELATIONS

### **7.1 Representation**

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union will supply the Employer with the names of its officers and similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **7.2 Labour Management Committee**

Quarterly Joint Labour/Management Committee meetings will be held to discuss issues relating to labour relations and technological change, based on the following conditions:

- (1) There shall be a maximum of three (3) members appointed on behalf of the Employer and three (3) members appointed on behalf of the Union.
- (2) All meetings will be held at a worksite.
- (3) The members appointed by both parties shall decide how the meetings are to be structured and the date the meetings are to occur.
- (4) The members appointed by the Union shall not suffer a loss in regular earnings as a result of said meetings.
- (5) Minutes of the meetings will be jointly reviewed and signed prior to being posted. The minutes will be posted on the designated bulletin boards within seven (7) calendar days of the meeting.
- (6) This committee will not have jurisdiction over wages or any other matter of collective bargaining including the administration of this agreement. The committee will have the power to make recommendations to the Union and the Employer on the following general matters.
  - a. Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties.
  - b. Correcting conditions causing grievances and misunderstandings.

No employee covered by this agreement shall be required or permitted to make any written or oral agreement with the Employer or its representative which may conflict with the terms of the agreement.

### **7.3 Technical Information**

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

(b) In January and July of each year the Employer will provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### **8.1 Definition Re: Grievance**

A grievance is a difference arising out of the interpretation, application, administration or alleged violation of this Agreement as to whether such a difference can be subject to adjudication.

A complaint alleging sexual harassment, unjust treatment, discrimination, or alleging unfair working conditions may be presented as a grievance directly to Level 2. If both the Employer and the Union agree, such grievances may also be presented to Level 3 for decision.

A policy Grievance is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement.

Prior to filing a grievance, the Union may have an informal discussion with the Employer. If there is no resolve, the Union may proceed to Level 1 of the Grievance Procedure.

### **8.2 Grievance Procedure**

**Level 1** - If the Union wishes to pursue a grievance, the Union shall submit in writing to the Executive Director or designate within fifteen (15) working days of the date upon which the subject of the grievance occurred, or at which they first became aware of the matter. The Executive Director or designate will meet with the Employee and the Union and provide a written response within ten (10) working days of receipt of the grievance.

**Level 2** - If the grievance is not resolved at Level 1, the Union shall within ten (10) working days of receiving the Level 1 decision submit the grievance in writing to the Board of Directors. The Board Representative(s) will meet with the Employee and the Union and provide a written response within ten (10) working days of receipt of the grievance. The National Representative may also attend any Level 2 meetings.

Meetings will be scheduled during an employee's shift. Employees will be paid at their regular rate of pay.

### **Level 3 - Mediation**

If the grievance is not resolved at Level 2, the parties, upon mutual agreement, may refer the matter to a Mediator.

## **Level 4 - Arbitration**

If the Parties are unable to resolve the grievance, either party may notify the other in writing of its desire to advance the grievance to arbitration within twenty (20) working days of receiving the Level 2 decision.

The notice referred to shall contain a brief statement of the grievance and specify a name or list of names of the person or persons it is willing to accept as single arbitrator.

On receipt of a notice, the following applies to the party receiving the notice:

- (a) if it accepts the person or one of the persons suggested to act as arbitrator, they will notify the other party accordingly within ten (10) working days and the grievance will be submitted to the arbitrator; or
- (b) if it does not accept any of the persons suggested by the party sending the notice, they will notify the other party accordingly within ten (10) working days and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

If the Parties are unable to agree on a person to act as the single arbitrator, either party may request the Minister of Labour for the Province of Alberta to appoint a single arbitrator.

The arbitrator shall hear the grievance and issue an award in writing and the award is final and binding on the parties and on every employee affected by it.

The Union and Employer agree to share equally the fees and expenses of the arbitrator.

### **8.3 Time Limits**

Time limits and procedures in this process are mandatory. Failure to pursue a grievance within the prescribed time limits or in accordance with the procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion will result in the grievance moving to the next level.

### **8.4 Extensions**

Either party may request an extension of the time limits or a variance of, from the procedures provided the request is made prior to the expiry of the time allowed.

### **8.5 Policy Grievance**

A Policy Grievance may be submitted to the other Party in writing, within fifteen (15) working days of the date upon which the alleged violation of the agreement occurred or on which they first became aware of the action or circumstances giving rise to the grievance. The Parties shall meet at Level 2 in an attempt to resolve the

grievance within ten (10) working days of the original filing. If the matter is not resolved the aggrieved Party may advance the grievance to Level 4 -Arbitration.

## **ARTICLE 9 • DISMISSAL, SUSPENSION AND DISCIPLINE**

### **9.1 Just Cause**

An employee may be dismissed, suspended, demoted or given a written reprimand for just cause. This discipline is to be handed out by Management only.

### **9.2 Union Representation**

An employee who is to be interviewed with respect to disciplinary action may choose to have a Union Representative or steward present. When a steward requires time off work to accompany an employee, the steward will first obtain permission from the Employer. Time off from work for a steward to attend meetings where discipline will result, shall be with pay.

### **9.3 Copies of Materials**

Copies of all appraisal and discipline entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording.

### **9.4 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- (d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a similar infraction.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **9.5 Personnel File**

- (a) An employee, or the President of the Union or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. Chief Human Resource Officer or designate may attend this review. The Employer will provide



copies of file entries as requested. The Employer may require up to two (2) working days' notice prior to giving access to such information.

- (b) Personnel files will be kept confidential, and access will be given only to those supervisory personnel that require the information in the course of their duties.

### **9.6 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. It is agreed that this does not include extenuating circumstances.

## ARTICLE 10- SENIORITY

### 10.1 Seniority Defined

- (a) Seniority includes employment with the Employer prior to certification and will be as follows:

All employees will have a seniority date, which includes all seniority as a regular full- time, part-time employee and as a casual employee and will include all absences for which seniority continues to accumulate. Seniority will be based on date of hire for full-time and part-time employees and based on hours paid for casual employees.

- (b) Upon achieving regular full-time or part-time employee status, a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee's seniority date.
- (c) Regular full-time or part-time employees who are returned to casual status will have their seniority converted to hours.

### 10.2 Seniority List

The Employer will prepare and provide to the Union once every six (6) months, in January and July an up-to date seniority list containing the following information for all employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay;
- (e) employee's status (per Article 2.1 Employees);
- (f) employee's continuous service date.

This seniority list, except rate of pay, will be posted by the Employer at all worksites. Any objection to the accuracy of the seniority or continuous service date information contained therein must be submitted in writing to the Employer within fifteen (15) working days of the posting.

The Employer will provide the Union with an electronic copy of the seniority list.

### 10.3 Loss of Seniority

An employee will lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate their employment and are not re-employed within ninety (90) days (see Article 10.4 (Re-Employment)) or they abandon their position,
- (c) they are on layoff for more than one (1) year;
- (d) upon being notified by the Employer by telephone or registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven (7) days of receipt of the recall notice. After contacting the Employer, employees will have up to fourteen (14) days to return to work;
- (e) they are permanently promoted to an excluded position and do not return to the bargaining unit within six (6) months.

#### **10.4 Re-Employment**

An employee who resigns their position and within 90 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

#### **10.5 Same Seniority**

When two or more employees have the same seniority, then seniority will be determined by who became an employee of the Employer first.

## ARTICLE 11 - LAYOFF AND RECALL

### **11.1 Definition**

A lay-off shall be defined as:

- (a) a reduction in the work force; or
- (b) a reduction in regular hours of at least four hours per week compared to the employee's posted position that is anticipated to continue for a period greater than four weeks; or
- (c) a reduction in regular hours that results in the elimination of health and welfare benefits for the employee.

### **11.2 Notification**

In case it becomes necessary to reduce the working force, the Employer will notify regular employees in person or by registered mail, who are laid off thirty (30) calendar days prior to the lay-off, and shall forward to the Union a copy of the notice of lay-off forthwith.

### **11.3 Lay-off Order**

Lay-off shall occur in reverse order of seniority for the employee.

### **11.4 Recall Order**

Employees will be recalled in order of seniority provided the employee has the ability to perform the duties. Consultation with the employee and Union will occur.

### **11.5 Recall Method**

The method of recall shall be by telephone and if such is not possible, by registered mail to the employee's last known residence. Leaving a voicemail message of recall does not constitute a recall.

### **11.6 Acceptance of Recall**

Employees must communicate their acceptance of recall in writing within seven (7) days of receipt of registered mail or telephone notice of recall being provided. Employees will have fourteen (14) days after accepting recall to return to work. An employee who does not accept recall in accordance with this Article 11.6 (Acceptance of Recall) shall lose their seniority.

### **11.7 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls may be initiated at Level 2 of the grievance procedure.

### **11.8 New Employees**

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

### **11.9 Job Security**

Both Parties recognize that job security shall increase in proportion to length of service. An employee subject to lay-off (the "first employee"), other than the most junior employee, may bump the most junior employee who is not subject to lay-off (the "second employee"), as long as the first employee being able to immediately perform the duties of the second employee in accordance with the applicable care plan.

### **11.10 Reassignment**

If a reduction of hours is anticipated to continue for a period of four weeks or less, the employer will re-assign the employee to other available work, unless the employee elects to accept a temporary lay-off for the period instead.

In the event of program closure the employer may re-assign one or more employees to other available work.

In all cases, reassignment will be in reverse order of seniority.

## ARTICLE 12 – HOURS OF WORK

### 12.1 Definitions

For the purpose of this Article, “*day*” means a 24-hour period commencing at 00:01 hours, and “*week*” means a period of seven consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

### 12.2 Hours of Work

- (a)
  - (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they are not required to work, the employee will be paid for a minimum of three (3) hours' pay at their regular rate.
  - (2) An employee reporting for work at the call of the Employer, will be paid a minimum of three (3) hours' pay at their regular rate if they commence work.
  - (3) The Employer will not schedule shifts of less than four (4) hours in duration.
- (b) No employee will be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Union and the Employer.
- (c) Notwithstanding (b) employees may request, in writing, to be scheduled up to six (6) days in a week so as to pick up additional hours. Employees must have a 24-hour break after six (6) consecutive days of work.
- (d) To ensure efficient and effective service delivery within a climate of fairness, the following will apply:
  - (1) Casuals will be given the opportunity to fill any vacant shifts, based on seniority. If there are no casuals to fill the vacant shifts, the vacant shifts will be made available to regular part-time and full-time employees based on seniority.
  - (2) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:
    - (i) full-time employees;
    - (ii) part-time employees.
  - (3) Regular employees will be offered additional hours within their classification and worksite before regular employees at other

programs/worksites in that classification. Remaining additional hours will be offered to regular employees in other classifications.

- (4) Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will be used to calculate all benefits of this Collective Agreement except as provided in Article 24 (Health and Welfare Benefits).
- (5) The schedule will be accessible three (3) months in advance through Find My Shift and/ or any scheduling software the Employer uses.

(e) Accompanying Client Outings

When an employee accompanies a client(s) on an outing that has been pre-approved by the Employer, the employee will be entitled to reimbursement for any necessary expenses in accordance with Employer policy, including use of personal vehicle.

If an employee agrees to accompany a client(s) on an overnight trip, the employee will be paid for each day of the trip: 24 hours multiplied by the applicable statutory minimum wage rate or, if a greater rate is approved by the funder for the trip, that rate.

### **12.3 Rest Periods**

- (a) Rest periods will be taken without loss of pay to the employees.
- (b) All employees will have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period.
- (c) Employees working a shift of three and one-half (3.5) hours, but not more than six (6) hours, will receive one (1) rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.
- (e) Employees will be able to leave the worksite for no more than fifteen (15) minutes provided there is adequate staffing and it's reasonable to do so.

### **12.4 Meal Periods**

- (a) Meal periods will be scheduled having regard to the needs of the client/program and in accordance with the requirements of the Employment Standards Code. The length of the meal period will be not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) Where an employee is required to accompany a client away from the worksite for a meal, the employee may be reimbursed for each meal to a

maximum of \$20.00 if incurring the expense has been expressly pre-approved by the Employer.

### **12.5 Staff Meetings/ Training/ Career Development**

Employees who are required to attend staff meetings/training/career development will be paid for the time in attendance and at the applicable rate of pay. When staff meetings are scheduled outside of an employee's normal working hours, the employee has no obligation to attend.



## ARTICLE 13 – SHIFTS

### **13.1 Exchange of Shifts**

Subject to prior written approval by the Employer, which will not be unreasonably withheld, employees shall be allowed to exchange shifts with other employees, provided that they each have the ability to perform the duties of the respective programs involved in the exchange and there are no additional costs to the Employer.

### **13.2 Work Schedules**

The Employer will maintain the following rotation schedule for 24-hour programs made up of 12-hour shifts, subject to providing employees with 30 days' notice of any change in the rotation schedule:

2-week rotation schedule:

Week One

Work: Mon, Tues, Fri, Sat, Sun

Off: Wed, Thurs

Week Two

Work: Wed, Thurs

Off: Mon, Tues, Fri, Sat, Sun

Employees may be scheduled to work in programs where clients live independently in the community. Staff in these programs will have a schedule that varies depending on the needs of the individuals in service.

### **13.3 Vacant Shifts to be Filled**

The Employer will make reasonable efforts to ensure that vacant shifts will be filled.

## ARTICLE 14 – OVERTIME

### **14.1 Definitions**

- (a) “Overtime” means work authorized by the Employer and performed by an employee in excess of 12 hours per shift or 264 hours per month.
- (b) “Regular-time rate” means the regular hourly rate of pay for the employee.
- (c) “Time and a half “means one and one-half times the regular time rate.
- (d) “Double-time” means twice the regular time rate.

### **14.2 Overtime Entitlement**

Overtime entitlement will be calculated in 15-minute increments.

### **14.3 Overtime Compensation**

Employees who work overtime will be paid at time and a half for overtime hours worked.

### **14.4 No Layoff to Compensate for Overtime**

Employees will not be required to layoff during regular hours to equalize any overtime worked.

### **14.5 Right to Refuse Overtime**

All employees will have the right to refuse to work overtime, except when required to work overtime in emergency situations. Other than in those circumstances, refusal of overtime will not be subject to disciplinary action.

### **14.6 Rest Interval**

An employee required to work overtime beyond their regularly scheduled shift will be entitled to eight hours between the end of the overtime worked and the start of their next regular shift. If eight hours are not provided, overtime rates of time and a half will apply to all hours worked on the regular shift which fall within the eight-hour period.

### **14.7 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, will be paid at the rate of regular time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.

- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, will be paid at the rate of regular time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Time and a half will apply to hours worked in excess of (a) or (b) above.

#### **14.8 Authorization and Application of Overtime**

Employees are not permitted to work overtime without the prior express authorization of the Employer.

## ARTICLE 15 - HOLIDAYS

### **15.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

Any other holiday proclaimed by the federal or provincial governments will also be a paid holiday.

### **15.2 Holiday Falling on a Workday**

When employees work on a day observed as a paid holiday in the continuous operation, which does not shut down for the paid holiday, or where employees are required to work on the day observed by the Employer as a paid holiday, the employees shall receive general holiday pay and time and a half for the hours worked.

### **15.3 Holiday Falling on Saturday or Sunday**

For an employee whose normal workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday the following Monday will be deemed to be the holiday. When a holiday falls on a Sunday and it is not proclaimed as being observed on another day, the following Monday (or Tuesday, where the preceding section already applies), will be deemed to be the holiday for the purpose of this agreement.

### **15.4 Holiday Coinciding with a Day of Vacation**

Where a regular employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday will not count as a day of vacation.

### **15.5 Christmas Day or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts will have at least Christmas Day or the following New Year's Day off.

### **15.6 Paid Holiday Pay**

Employees will be paid for statutory holidays in accordance with the requirements of the Alberta *Employment Standards Code*, except that when an employee is required to work on Christmas Day or New Year's Day, the employee will be paid at double-time for the hours worked.

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) working days preceding their holiday, in which case they will receive the higher pay.

### **15.7 Other Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the four (4) days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

## ARTICLE 16 – VACATION

### 16.1 Annual Vacation Entitlement

- (a) New employees who have been continuously employed for at least six months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date. New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months service based on the total completed calendar months employed to the commencement date.

Employees are entitled to vacation as follows

<b>Service</b>	<b>Vacation Time</b>	<b>Earning Rate</b>
0 – 24 months	2 weeks	4%
25 – 60 months	3 weeks	6%
61+ months	4 weeks	8%

Employees with more than 20 years of service are entitled to an additional 2% (one week) in vacation.

### 16.2 Vacation Preference

Preferences in the selection and allocation of vacation time will be determined on a first come, first served basis and, in the event more than one employee requests the same vacation period on the same day, priority will be determined based on seniority. Employees may request their vacation in one unbroken period or separate periods.

### 16.3 Vacation Carryover

A regular employee may carryover any vacation in excess of the statutory minimum vacation entitlement applicable to the employee to the following calendar year. If such carried over vacation is not taken by the end of the following calendar, it will be paid out.

### 16.4 Vacation Schedules

- (a) Employees will submit their vacation requests to the supervisor on or before:
- (1) September 1st for the period January 1st through April 30th; and
  - (2) March 1st for the period May 1st through December 31st.

Within two weeks of the closing dates for vacation requests the Employer will advise employees as to whether their requests have been approved. Vacation requests made in accordance with the above will not be unreasonably denied, having regard to business requirements and operational need.

- (b) All vacation time not scheduled or designated for carryover in accordance with (a) will be scheduled by the Employer following consultation with the employee. The Employer will schedule any such vacation up to the minimum statutory entitlement in an unbroken period.

### **16.5 Vacation Pay Upon Dismissal**

Employees dismissed for just cause will be paid their unused earned vacation allowance pursuant to Article 16.1 (Annual Vacation Entitlement).

### **16.6 Vacation Credits Upon Death**

Where an employee has designated a beneficiary, earned but unused vacation entitlement will be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to their estate.

### **16.7 Approved Leave of Absence with Pay During Vacation**

When an employee is approved for another form of approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. The period of vacation so displaced will be taken at a mutually agreed time.

### **16.8 Vacation Payout**

An employee can request the Employer pay out up to \$1000.00 from their accrued vacation bank in advance of the employee taking vacation to assist with funding the booking of holiday plans.

## **ARTICLE 17 – PERSONAL ILLNESS AND INJURY LEAVE**

### **17.1 Leave Credits**

- (a) Employees enrolled in the group benefits plan will accrue personal illness and injury leave credits at the rate of 0.834 days per month of service. Accruals in excess of ten days will be reduced at fiscal year-end (March 31) to 10 days. Employees may request an advance of up to 0.166 days of personal illness and injury leave credits in order to take a day of such leave if required.
- (b) Each day of personal illness or injury leave taken will be compensated at 100% of the employee's regular rate of pay.
- (c) All personal illness or injury leave credits are cancelled when an employee's employment is terminated and are not paid out.

### **17.2 Employee to Inform Employer**

- (a) The employee will inform the Employer as soon as possible of their inability to report to work because of personal illness or injury.
- (b) The Employer may request reasonable proof of personal illness or injury. The Employer will not request a diagnosis of the employee's condition.

### **17.3 Medical/Dental Appointments**

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, personal illness or injury leave may be used for the purpose of attending such appointments.

### **17.4 Workers' Compensation Benefit**

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the Act, shall receive directly from the Workers' Compensation Board any wage loss benefits which they may be entitled.



## ARTICLE 18 – SPECIAL AND OTHER LEAVES

### 18.1 Bereavement Leave

Employees are entitled to paid Bereavement leave of three (3) days immediately following the death of a member of the employee's immediate family. This will include an employee's parent, parent in law, grandparent, spouse, life partner, child, grandchild, sibling, guardian, ward or any other person permanently residing in the employees household, or with whom the employee permanently resides. The employer may grant additional bereavement leave without pay if requested by an employee.

### 18.2 Full-Time Union or Public Duties

The Employer will grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election, for a maximum period of ninety (90) days;
- (b) for employees selected for a paid position with the Union or any body to which the Union is affiliated for a period of up to one (1) year and will be renewed upon request of the Union;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to a full-time position of the Union or any body to which the Union is affiliated, the leave will be for the period of the term and will be renewed upon request of the Union;
- (e) for an employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave will be for the period of the term and will be renewed upon request of the Union.

### 18.3 Leave for Court Appearances

- (a) The Employer will grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the Courts.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.

- (e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

#### **18.4 Elections**

Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

#### **18.5 General Leave**

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be withheld unjustly.
- (b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

#### **18.6 Compassionate Care Leave**

- (a) An employee will be approved for a leave of absence without pay for up to twenty-seven (27) weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within twenty-six (26) weeks, as prescribed by the Alberta *Employment Standards Code*.
- (b) Employees' service while on the above approved leave of absence for compassionate care will be deemed continuous with associated benefits provided, as prescribed by the Alberta *Employment Standards Code*.

## **ARTICLE 19 - MATERNITY AND PARENTAL LEAVE**

Employees are eligible for a leave of absence without pay from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article will give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

### **19.1 Maternity Leave**

- (a) The employee will be granted leave for a period of seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 19.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

### **19.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence for up to sixty-two (62) weeks following the birth or adoption of the employee's child.

The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 19 (Maternity and Parental Leave), the employee is also eligible for a further leave of absence of sixty-one (61) weeks,
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the seventy-eight (78) week period following the birth of the child,
  - (3) in the case of an adopting parent, commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **19.3 Leave without Pay**

All leave taken under Article 19 (Maternity and Parental Leave) is leave without pay.

### **19.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 19.1 (Maternity Leave) and Article 19.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed seventy-eight (78) weeks, except as provided under Article 19.1(f) (Maternity Leave) and/or Article 19.2(c) (Parental Leave).

### **19.5 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position unless the former position no longer exists, in which case they will be placed in an equivalent position within the same classification and hours.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 19.1 (Maternity Leave) or Article 19.2 (Parental Leave).

## **19.6 Benefit Plan**

If an employee maintains coverage and continues to pay the employee's share of the premiums for benefit plans while on maternity or parental leave, the Employer will continue to pay the Employer's share of the premiums.

## **19.7 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one (1) month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 19.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if they do not return to work.

## **19.8 Personal Illness and Injury Leave Credits**

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal personal illness and injury leave.
- (b) Personal illness and injury leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

## **19.9 Extended Child Care Leave**

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 19.1 (Maternity Leave) and 19.2 (Parental Leave), an employee will be granted a further leave of absence without pay not to exceed one (1) year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

## ARTICLE 20 – HEALTH AND SAFETY

### 20.1 Joint Health and Safety Committee

- (a) The Employer and the Union agree that policies and guidelines relating to health and safety will be recommended by the Committee. The Committee will meet at least quarterly, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership will be as follows:
  - (1) the Committee will be comprised of a minimum of two (2) members appointed by the Union and two (2) members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
  - (2) a chairperson and secretary will be elected from and by the members of the Committee. Where the Chairperson is an Employer member, the secretary will be a Union member, and vice versa.
- (d) Committee members who attend meetings of the Committee will be without loss of pay for the time spent on this Committee. Where the meeting or required duties are conducted outside the committee members' regular working hours, committee members will receive regular-time rate pay.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the union representatives of the Committee.
- (f) An employee appointed by the Union as a Workplace Health & Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.
- (g) Each new joint Committee member and Workplace Health & Safety representative will receive training without loss of pay or benefits.

### 20.2 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to this Collective Agreement and the *Alberta Occupational Health and Safety Act*.

- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to the Collective Agreement and the Alberta *Occupational Health and Safety Act*.

### **20.3 Workplace Violence/Aggressive Conduct**

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes.

The Employer will provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet within five (5) working days to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within fifteen (15) days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by an Alberta Occupational Health and Safety Officer.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WCB counselling and such other support as may be reasonably available.

### **20.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of their shift.

### **20.5 Transportation of Accident Victims**

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

## **20.6 Employee Check-in**

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

The Employer will assess the degree of risk in any workplace where an employee is required to work alone. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the worker is not able to secure assistance in the event of injury or other misfortune.

The assessment will be reviewed by the Joint Health and Safety Committee.

## **20.7 Communicable Diseases and Parasitic Infestations**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.
- (e) The Employer will, in consultation with the Joint Health and Safety Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.



## **20.8 Protective Clothing and Supplies**

The Employer will supply protective clothing supplies as required by the Alberta *Occupational Health and Safety Act*. The Employer will maintain and replace such supplies and tools as required.

## ARTICLE 21 - PROMOTION AND STAFF CHANGES

### **21.1 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and provide an electronic notice of the position to all employees within seven (7) days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.
- (b) Internal candidates will be considered prior to external candidates.

### **21.2 Information in Postings**

Such notice will contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "This position is open to all applicants", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings will also state "This position requires union membership".

### **21.3 Appointment Policy**

- (a) In filling vacancies, the determining factors will be seniority, ability, performance, and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (b) Where the ability, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.
- (c) In this Article, "performance" means a reasonable assessment of an applicant's fulfillment of their relevant job-related duties only, including evaluation reports. It does not include those employee records older than 18 months that must be removed from an employee's file in accordance with Article 9.4(d) (Right to Grieve Other Disciplinary Action).

### **21.4 Transfers**

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.

- (b) In certain other cases, relocation may be in the best interest of the employee. In such cases, and where bona fide reasons exist, transfers may take place.

## **21.5 Trial Period**

When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three (3) calendar months of satisfactory performance. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer and the Union may mutually agree to extend the trial period for a further three (3) months. If the employee is unable to perform the duties of the new job, they will be returned to their former position and wage or salary rate without loss of seniority.

If the employee wishes to return to their former position, they will be returned to their former position and wage or salary rate without loss of seniority, up to a maximum of two (2) times in a twelve (12) month period. Extenuating circumstances will be discussed between the Employer and the Union.

Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time, but in any event will not exceed six (6) calendar months.

The trial period will be extended by an amount equal to any employee absences that occur during their trial period in excess of five (5) consecutive days. Employee absences may result in the trial period extending beyond the six (6) calendar months referred to above. An extension does not affect the employee's entitlement to health and welfare benefits as per Article 27.1 (Coverage).

The Union will be notified in writing of any extensions to an employee's trial period.

## **21.6 Notification**

Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant will be sent to each applicant from within the bargaining unit.

## **21.7 Vacation Letters**

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

## **21.8 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee will be given up to five (5) calendar days after the interview to read,

review, and sign the evaluation. Evaluation interviews will take place during the employee's regular working hours. Provision will be made on the evaluation form for an employee to sign it. The form will provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

## ARTICLE 22 - CAREER DEVELOPMENT

### **22.1 Purpose**

Both parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Article are intended to assist employees in maintaining and improving skills.

### **22.2 Staff Development Leave**

- (a) An employee will be granted leave without loss of pay, at their regular-time rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee will not exceed the full-time daily hours of work as outlined in Article 12.2 (Hours of Work).

When such leave is granted, the Employer will bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer will also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

- (b) An employee may be granted leave without pay to take work related courses in which the employee wishes to enroll to acquire the skills necessary to enhance opportunities. Such requests will not be unreasonably denied.
- (c) Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner.

## ARTICLE 23 – PAYMENT OF WAGES

### **23.1 Rates of Pay**

Employees will be paid in accordance with rates of pay are recorded as Appendix A (Wage Grid) of this Agreement.

The regular-time rate of pay will be payable for all hours worked with the following exceptions:

- (a) the complex premium will be payable in addition to the regular-time rate of pay for each hour the employee works with individuals who are deemed by the Employer as having complex needs for the purpose of the Employer's funding arrangements; and
- (b) the sleep shift rate instead of the regular-time rate of pay will be payable for each hour the employee is scheduled to be working a sleep shift. The complex premium is not payable for a sleep shift.

### **23.2 Overpayment or Underpayment**

Where the Employer determines an employee has been overpaid, the Employer has the right to recover the overpayment via deductions from the employee's pay. The Employer shall consult with the employee prior to determining the schedule of deductions. The Employer will endeavor to implement a schedule which avoids creating undue hardship for the employee. Where the Employer has underpaid an employee due to the Employer's error, the Employer will correct the pay error within three business days after determining the error has occurred.

### **23.3 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular-time rate of pay will maintain their regular-time rate of pay.

### **23.4 Reclassification of Position**

An employee will not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee.

### **23.5 Criminal Record Check**

The Employer will pay for the cost of any criminal records/vulnerable sector checks required as a condition of continued employment.

## ARTICLE 24 – HEALTH AND WELFARE BENEFITS

### 24.1 Coverage

The Employer will make available coverage for regular full-time employees and regular part-time employees who are regularly scheduled for a minimum of 30 hours per week for:

- (a) extended health and dental;
- (b) short term disability;
- (c) accidental death and dismemberment;
- (d) life insurance plan;
- (e) dependent life.

at levels no less than those in effect immediately prior to the parties entering into this Agreement. Such coverage will be provided subject to the eligibility and other requirements as determined by the Employer and the carrier from time to time. The Employer will notify the Union of any changes. Benefit entitlement will be determined solely by the carrier. The Employer will provide each employee with access to the benefits booklet from the commencement of their employment.

### 24.2 Premiums

The employee will bear the cost of the premiums for short term disability and life insurance plan benefits and the Employer will bear the cost of the premiums for the balance of the coverage described in Article 24.1 (Coverage).

## ARTICLE 25 - GENERAL CONDITIONS

### **25.1 Damage to Personal Property**

- (a) Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer will pay to a maximum of \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and authorized for use while on duty.
- (b) The Employer will pay for the repair or the replacement cost of prescription eyewear, hearing aids and other prescribed accessibility aids under this article to a maximum of \$400. Replacement and repair costs for eyewear, hearing aids and other prescribed accessibility aids will only be considered after the employee has made an unsuccessful claim under WCB for replacement or repair of the prescription eyewear, hearing aids or other prescribed accessibility aids.
- (c) Appropriate receipts will be required to receive reimbursement from the Employer.
- (d) In the event that damages to the employee's automobile, the insurance deductible will be paid to a maximum of \$500.

### **25.2 Personal Property**

The Employer will provide a secure space for employees to store personal possessions, wallets, and/or purses when the employees are at the employees' headquarters/worksite.

### **25.3 Supply and Maintenance of Equipment**

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees will not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### **25.4 Indemnity**

- (a) *Civil Actions* – Except where there has been gross negligence on the part of an employee, the Employer will:
  - (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - (2) assume all costs, legal fees, and other expenses arising from any such action.



- (b) *Criminal Actions* – Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee will be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgment or bring or defend any litigation in respect of them.

### **25.5 Contracting Out**

The Employer will not contract out bargaining unit work that will result in a reduction of hours or the layoff of employees.

### **25.6 Administration of Medication**

Employees required to administer or apply medication(s) prescribed by a qualified medical practitioner, will be trained at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

### **25.7 Job Descriptions**

The Employer agrees to supply each employee with a copy of their current job description. The union will be provided copies of all job descriptions in the bargaining unit.

### **25.8 Staff Confidentiality**

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

### **25.9 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate(s) will be borne by the Employer. Time spent at the course for certificates will be considered time worked and will be compensated at the appropriate rate of pay.

This does not include the renewal of a Class 5 Driver's License.

### **25.10 Copies of Agreement**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the parties will have printed sufficient copies of the agreement for distribution to employees. The Union and, where practicable, the Employer, will make the agreement available electronically to all employees.
- (b) The Union and Employer will share the cost of printing the Collective Agreements.

- (c) The Collective Agreements will be printed in a union shop and bear a recognized union label.

### **25.11 Volunteers**

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in the layoff of and/or loss of hours for bargaining unit employees.

## ARTICLE 26 - HARASSMENT

### **Preamble**

The Employer and the Union agree that every person working in the social services sector has the right to work in an environment free from harassment. The parties will work jointly to support and implement education and prevention efforts to address harassment.

### **26.1 Personal and Psychological Harassment**

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
  - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, gender identity or gender expression; or
  - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### **26.2-Sexual Harassment**

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;

- (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
  - (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

### **26.3 Harassment Complaints**

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *Alberta Human Rights Act*.

### **26.4 Complaints Procedure**

- (a) A formal complaint must be submitted in writing within six (6) months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Employer's Chief Human Resources Officer (or equivalent or designate). When the Chief Human Resources Officer has received a complaint, they

will notify the respondent and the union of the substance of the complaint in writing within fifteen (15) days.

- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, and explanation of how the action constitutes a violation of Article 26 (Harassment), and the remedy sought.
- (d) The Chief Human Resources Officer or their designate will investigate the complaint and will complete their report in writing within thirty (30) days.
- (e) The Employer will take action to resolve the complaint within ten (10) days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

## **ARTICLE 27 – RRSP MATCHING**

The Employer will match RRSP contributions made by employees in accordance with Employer policy. This currently provides for matching contributions of three (3) percent of the employee's earned gross wages. The Employer will notify the Union of any changes.

## ARTICLE 28 – TERM OF AGREEMENT

### **28.1 Term**

This Collective Agreement will be binding and remain in effect from the date of ratification through to March 31, 2027 and will continue from year to year thereafter except as otherwise provided in this Article.

### **28.2 Notice to Amend**

Either party wishing to amend this Collective Agreement will give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days before the expiry of this Collective Agreement.

### **28.3 Interim Arrangements**

If notice to amend this Collective Agreement has been given by either party in accordance with Article 28.2 (Notice to Amend) above, this Collective Agreement will continue in full force and effect during the period of negotiations and will only cease when a new Collective Agreement is ratified by both parties, or a strike or lockout commences in accordance with the Alberta *Labour Relations Code*.

### **28.4 Changes During Term**

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

**APPENDIX A – WAGE GRID**

<b>Job Title</b>	<b>Step</b>	<b>Regular-time rate/hour</b>	<b>Complex premium/hour</b>	<b>Sleep shift rate/hour</b>
DSW Non-Complex	1	\$19.60	\$3.30	\$16.50
	2	\$20.40		
	3	\$22.00		

<b>Step</b>	<b>Eligibility for Step</b>	
	<b>Regular full-time</b>	<b>Part-time, Casual</b>
1	From date of hire	From date of hire
2	After 6 months worked	After 1,040 hours worked
3	After 12 months worked	After 2,080 hours worked

In the event any of the wage rates specified above fall below the applicable statutory minimum wage rate in Alberta, the relevant wage rate will be increased to equal the applicable statutory minimum wage rate.



IN WITNESS HEREOF each of the parties have caused this Collective Agreement to be signed by its duly authorized representatives.

ON BEHALF OF THE BARGAINING  
REPRESENTATIVES FOR THE  
EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

ON BEHALF OF THE BARGAINING  
REPRESENTATIVES FOR THE  
UNION:

\_\_\_\_\_

\_\_\_\_\_