

COLLECTIVE AGREEMENT

BETWEEN

Canadian Union of Public Employees
CUPE Local 4791

- AND -



Southern Alberta Community Living Association

January 1, 2022 to June 30, 2023

LOU #5 added to CA May 3, 2024

TABLE OF CONTENTS

ARTICLE 1: SPIRIT OF THE AGREEMENT.....	1
ARTICLE 2: EMPLOYEE DEFINITIONS.....	1
2.1 Employee Definitions:	1
2.2 General Definitions:.....	2
ARTICLE 3: MANAGEMENT RIGHTS.....	3
ARTICLE 4: DISCRIMINATION	3
ARTICLE 5: UNION RECOGNITION	3
5.2 Exclusivity of the Agreement:	3
5.3 Assistance of CUPE National:.....	3
ARTICLE 6: BULLETIN BOARDS.....	4
ARTICLE 7: TIME OFF FOR UNION BUSINESS	4
7.1 Time Off for Meetings:.....	4
7.2 Negotiation Pay Provision:	4
7.3 Grievance and Arbitration Pay Provisions:	4
7.4 Leave of Absence for Union Business:.....	4
7.5 Time Off for Office Employees:	4
7.6 Leave Requests:	5
ARTICLE 8: MEMBERSHIP IN THE UNION.....	5
ARTICLE 9: UNION DUES AND NOTIFICATION.....	5
9.1 Check-Off of Union Dues:	5
9.2 Distribution of Collective Agreement:	5
9.3 Orientation:	5
9.4 Notification to Union:	5
ARTICLE 10: CORRESPONDENCE	5
10.1 Changes of Union Representatives:	5
10.2 Correspondence Between Parties:	6
ARTICLE 11: LABOUR MANAGEMENT.....	6
11.1 Labour Management Committee:	6
11.2 Meetings:.....	6
11.3 Joint Health and Safety Committee (JHSC):.....	7
ARTICLE 12: GRIEVANCE PROCEDURE	7
12.1 Definition of a Grievance:	7
12.2 Presence of Steward:	7
12.3 Stewards:	7
12.4 Pay Entitlement – Grievance Meetings:.....	8
12.5 Stewards Leaving the Work Site:.....	8
12.6 Replies in Writing:.....	8
12.7 Informal Discussion:	8
12.8 Settling of Grievances:.....	8
12.9 Policy and Group Grievances:	8
12.10 Grievance process:.....	8
ARTICLE 13: ARBITRATION.....	10
13.1 Arbitration Procedure:.....	10
ARTICLE 14: DISCIPLINARY ACTION.....	11
14.1 Disciplinary Action Defined:	11
14.2 Meeting with the Employee:.....	11
14.3 Removal of Disciplinary Action:	11
14.4 Just Cause:	12
14.5 Right to have a Steward present:.....	12

14.6	Waiver of Representation:	12
14.7	Investigations:	12
ARTICLE 15:	PERSONNEL RECORD	13
15.1	Access to Personnel File:	13
15.2	Confidentiality:	13
15.3	Documentation – Disciplinary:	13
15.4	Documentation – Other:	13
ARTICLE 16:	SENIORITY	13
16.1	Seniority Definition:	13
16.2	Seniority List:	14
16.3	Loss of Seniority:	14
16.4	Transfer and Seniority out of the Bargaining Unit:	14
ARTICLE 17:	POSITION CHANGES AND JOB POSTINGS	14
17.1	Selections, Transfers, and Staff Changes:	14
17.2	Involuntary Transfer:	15
17.3	Transfer Requests:	15
17.4	Term Positions:	15
17.5	Postings:	15
17.6	Information on Postings:	15
17.7	Outside Advertising:	15
17.8	Notification to Employee and Union:	16
17.9	Probationary Period:	16
17.10	Trial Period:	16
ARTICLE 18:	LAYOFF	16
18.1	Definition of Layoff:	16
18.2	Notice of Layoff:	17
18.3	Role of Seniority in Layoff of Permanent Employees:	17
18.4	Vacancies as an Alternative to Bumping:	17
18.5	Recall Priority:	17
18.6	Recall Procedure:	17
18.7	Grievance on Layoff and Recall:	17
ARTICLE 19:	DEFINITIONS OF EMPLOYEES	18
19.1	Elimination of Present Classification(s):	18
ARTICLE 20:	HOURS OF WORK	18
20.1	Work Hours and Breaks:	18
20.2	Letter of Hire:	18
20.3	Shift Cancellation:	18
20.4	Shift Exchange:	18
20.5	Employees Reassigned to Work at Different Location:	18
20.6	Reassignment:	18
20.10	Banked Time:	20
20.11	Team Leader Rate of Pay:	20
20.12	Team Leader On-Call:	20
ARTICLE 21:	OVERTIME	21
21.1	Overtime Defined:	21
21.3	Overtime Authorization:	21
21.4	Call-Back:	21
21.5	Telephone Calls and Text Messages:	22
21.6	The following Leaves:	22
ARTICLE 22:	VACATION	22
22.1	Vacation Entitlement – Permanent Staff:	22

22.2	Vacation Entitlement – Relief Employees:	23
22.3	Leave Without Pay Regarding Vacation:	23
22.4	Right of Employer to Require Vacation:	23
22.5	Approved Leave During Vacation:	23
22.6	General Holidays During Vacation:	23
22.7	Submission of Vacation Request:	24
22.8	Notification Requirement for Vacation:	24
22.9	Call-Back while on Vacation Leave:	24
ARTICLE 23:	SICK LEAVE	24
23.1	Sick Leave Defined (for Permanent Staff):	24
23.2	Calculation of Sick Leave Credits:	25
23.3	Physician Certificate:	25
23.4	Sick Leave – Other Applications:	25
23.5	Deductions from Sick Leave:	25
23.6	Addiction Treatment:	26
23.7	Extension of Sick Leave:	26
23.8	Pay Advance Provision:	26
23.9	Cost-Sharing Benefits:	26
23.10	Duty to Accommodate:	26
ARTICLE 24:	GENERAL HOLIDAYS	27
24.1	General Holidays:	27
24.2	General Holiday Pay – Permanent Employee’s Day Off:	27
24.3	General Holiday Pay – Working Relief Staff:	27
24.4	General Holiday Pay – Working Permanent Employee:	27
ARTICLE 25:	LEAVE WITHOUT/WITH PAY	28
25.1	Leave without Pay:	28
25.2	Bereavement Leave:	28
25.3	Non-consecutive Bereavement Leave:	29
25.4	“Spouse” shall be defined as:	29
25.5	Pallbearer’s Leave:	29
25.6	Court or Jury Duty:	29
ARTICLE 26:	STAFF TRAINING AND DEVELOPMENT	30
26.1	Educational Access:	30
26.2	Educational Leave:	30
26.3	Time off for Local Training Events:	30
ARTICLE 27:	PARENTAL LEAVE	31
27.1	Maternity Leave:	31
27.2	Parental and Adoption Leave:	31
27.3	Birth and Adoption Leave:	31
27.4	Notice Requirement:	31
27.5	Benefit Coverage:	31
27.6	Right to Work During Pregnancy:	31
27.7	Right to Work:	31
27.8	Resumption of Employment:	32
ARTICLE 28:	TRANSPORTATION AND EXPENSES	32
28.1	Driver’s License/Vehicle Requirement:	32
28.2	Mileage Rate:	32
28.3	Loss or Damage to Personal Property:	32
ARTICLE 29:	PAYROLL	33
29.1	Pay Period:	33
29.2	Deductions from Pay:	33

ARTICLE 30: CONTRACTED WORK.....	33
30.1 Seniority Rights:	33
30.2 Notification to Union:	33
ARTICLE 31: BENEFIT PACKAGE	34
31.1 Benefits and Premiums:.....	34
31.3 Health Spending Account:	34
31.4 Wellness Account:	34
31.5 Change in Carrier:	35
ARTICLE 32: HARASSMENT	36
32.1 Discrimination, Violence, Bullying and Harassment in the Workplace:.....	36
32.2 Definitions:.....	36
ARTICLE 33: TERM OF AGREEMENT	38
33.1 Term of Agreement: January 1, 2022 to June 30, 2023:	38
33.2 Changes in Agreement:	38
33.3 Work Interruption During Negotiations:	38
ARTICLE 34: WAGES	38
Appendix "A": Starting Salaries	40
Appendix "B": Waiver of Union Representation	43
Letter of Understanding #1: Hours of Rest.....	44
Letter of Understanding #2: Wage Incentive, Live-in Christmas Weekend.....	45
Letter of Understanding #3: Vacation Approvals – Summer Periods.....	46
Letter of Understanding #4: First Aid and CPR	47

This Collective Agreement made in duplicate ____ day of _____ 2022.

BETWEEN:

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

AND:

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

ARTICLE 1: SPIRIT OF THE AGREEMENT

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

ARTICLE 2: EMPLOYEE DEFINITIONS

2.1 Employee Definitions:

"Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) Full-time Employee is one who is regularly scheduled to work seventy (70) hours in a two (2) week period.
- (b) Part-time Employee is one who is regularly scheduled for less than Full-time hours.
- (c) Relief Employee is one who is hired to fill a position made temporarily vacant as a result of sickness, injury, leave of absence, vacation, holidays, and as necessary on a sporadic or occasional basis. This classification of Employee(s) is eligible for those statutory benefits as prescribed by the *Employment Standards Code of Alberta* or as noted in this Collective Agreement.
- (d) Term Employee is one who performs the functions of a position to a maximum of six (6) months. During the term of the position, they will be entitled to earn banked time in addition to all statutory benefits as prescribed by the *Employment Standards Code of Alberta*. If the term is to be renewed or extended for any period of time beyond the six (6) months, the Union shall be notified in writing. Where the Employee is not returning to their position, the position shall be posted under the terms and conditions of this Collective Agreement.

- (e) Term Employee – Maternity/Parental Leave is one who performs the functions of a position to a maximum of eighteen (18) months. During the term of the position, they will be entitled to earn banked, sick and vacation time in addition to all Statutory benefits as prescribed by the *Employment Standards Code of Alberta*. If the term is to be renewed or extended for any period of time beyond the eighteen (18) months, the Union shall be notified in writing.

A request by the Employer to extend the time limits above shall not be unreasonably denied by the Union.

2.2 General Definitions:

Code means either the *Labour Relations Code*, or the *Employment Standards Code of Alberta* as amended from time to time.

Union means the Canadian Union of Public Employees and its Local.

Local means Local 4791 of the Canadian Union of Public Employees.

Employer shall mean "The Southern Alberta Community Living Association" (SACLA) and include such persons designated to carry out administration duties related to the operation and management of the workplace.

Member means an Employee of the Southern Alberta Community Living Association who is included in this Collective Agreement and who is a member of the Local.

Gross Earnings shall mean all monies earned by the Employee under the terms of this Collective Agreement before deductions.

Regular Rate of Pay shall mean the incremental Step in the Salary Grid applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.

Shift shall mean daily scheduled hours exclusive of overtime hours.

Union Representative means a representative from the Union authorized by the Union to act on behalf of the Union or an Employee.

Working Days shall be considered Monday through Friday excluding General Holidays and approved Leaves of Absence.

ARTICLE 3: MANAGEMENT RIGHTS

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

ARTICLE 4: DISCRIMINATION

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

ARTICLE 5: UNION RECOGNITION

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

5.2 Exclusivity of the Agreement:

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

5.3 Assistance of CUPE National:

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

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

5.5 Staff List:

An up-to-date seniority list, compiled according to seniority, shall be sent to the Union in January, April, July, and October of each year.

The Employer will also supply to the Recording Secretary of the Union a list of all Employees contact information including, their home address, personal cell, home phone number and Employer provided email address in January, April, July, and October of each year.

ARTICLE 6: BULLETIN BOARDS

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

ARTICLE 7: TIME OFF FOR UNION BUSINESS

7.1 Time Off for Meetings:

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

7.2 Negotiation Pay Provision:

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

7.3 Grievance and Arbitration Pay Provisions:

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

7.4 Leave of Absence for Union Business:

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

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

7.5 Time Off for Office Employees:

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

7.6 Leave Requests:

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

ARTICLE 8: MEMBERSHIP IN THE UNION

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

ARTICLE 9: UNION DUES AND NOTIFICATION

9.1 Check-Off of Union Dues:

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

Dues deductions shall be made from each pay cheque and forwarded to the Secretary-Treasurer of CUPE Local 4791 no later than the fifteenth (15th) day of the month following when the deductions were made.

The dues shall be accompanied by list of names of Employees from whose wage deductions have been made. The list shall also include the Employees' name, Employee number, gross wages, and dues deducted.

9.2 Distribution of Collective Agreement:

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

9.3 Orientation:

An authorized Union Representative will be allowed a maximum of thirty (30) minutes of orientation for all new Employees. Orientations shall take place in the office of the Employer and where possible shall be held in conjunction with Employee orientation and/or training.

9.4 Notification to Union:

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

ARTICLE 10: CORRESPONDENCE

10.1 Changes of Union Representatives:

The Union will notify the Employer in writing of the names and phone numbers of

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

10.2 Correspondence Between Parties:

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

ARTICLE 11: LABOUR MANAGEMENT

11.1 Labour Management Committee:

Structure to be:

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

Ad hoc Committees may also be established by mutual consent.

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

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

- (a) Improvement of Employee/Employer relations.
- (b) Health and Safety.
- (c) Suggestions from Employees, persons with a disability, parents or advocates and the Employer concerning questions of working conditions and service.
- (d) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

11.2 Meetings:

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

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

11.3 Joint Health and Safety Committee (JHSC):

Both Union and Management recognize that health and safety matters are of mutual concern and will maintain a Joint Health and Safety Committee (JHSC).

A maximum of two (2) Union Representatives shall receive a minimum of two (2) hours at their rate of pay for time spent in discussion with the Employer as members of the Committee. If tasks are assigned, all Employees are paid for their time to complete such tasks.

A copy of the minutes will be forwarded to the Secretary of the Union within ten (10) business days of the meeting.

11.4 Staff Safety Concerns Process:

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

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

The strategy and any relevant documentation will be shared with the JHSC for discussion.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 Definition of a Grievance:

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

12.2 Presence of Steward:

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

12.3 Stewards:

The names and telephone numbers of Stewards shall be posted on the bulletin board in the Employer's office.

12.4 Pay Entitlement – Grievance Meetings:

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

The Grievor(s) and Union Representatives will not suffer a loss of pay for attendance at grievance meetings.

12.5 Stewards Leaving the Work Site:

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

12.6 Replies in Writing:

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

12.7 Informal Discussion:

Prior to filing an individual grievance, the Employee, with or without the Union, shall seek to settle the dispute through discussion with their immediate Manager.

Within ten (10) days of becoming aware of an issue, an Employee shall initiate a discussion with their Manager. Where a resolution is not obtained, the Employee may file a grievance at Step 1.

12.8 Settling of Grievances:

The Employer and the Union will schedule a meeting at each Step of the grievance process where both Parties will sincerely seek to resolve the grievance.

12.9 Policy and Group Grievances:

Policy and Group Grievances will begin at Step 1. It is understood that for discipline grievances, the meeting in which the discipline was delivered shall be defined as the “informal discussion” Step noted below where the Parties will seek a resolve prior to a grievance being filed.

12.10 Grievance process:

Grievances shall be processed in the following manner:

STEP 1:

The Grievance shall be filed with the Director, People & Culture or designate within ten (10) working days of the issue concerned.

Copies of the grievance shall be sent to the Steward, the Union, and the Director, People & Culture, or designate.

The Director, Home & Community Supports will review the grievance and will render their decision in writing within ten (10) working days of receipt of the grievance. A copy of the reply will be sent to the Union, the Steward, and the Manager.

STEP 2:

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

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

STEP 3 – Non-Binding Mediation:

- (a) Following attempts to resolve the dispute, the Parties agree to mediate the grievance.
- (b) The Mediator shall be mutually agreed upon by the Union and the Employer.
- (c) During the proceedings, the Parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (d) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and 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, either Party may proceed, within ten (10) working days, to submit the grievance to Arbitration.

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

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

12.13 Facilities for Grievances:

In order to facilitate orderly and confidential investigations, human resources and grievance meetings, the Employer will make available, a private office or similar facility.

12.14 General or Policy Grievance:

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

12.15 Deviation from Grievance Procedure:

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

12.16 Time Limits, Waivers and Amendments:

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

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

ARTICLE 13: ARBITRATION

13.1 Arbitration Procedure:

- (a) Either of the Parties wishing to submit a grievance to Arbitration shall notify the other Party in writing.
- (b) Within ten (10) working days after receipt of notification provided for in Article 12.10 above, the Parties shall attempt to agree upon an Arbitrator.
- (c) In the event that mutual agreement regarding the appointment of an Arbitrator is not achieved, the Director of Mediation Services shall appoint an Arbitrator.
- (d) 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.
- (e) The decision of the Arbitrator shall be final and binding on the Parties.
- (f) 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.

- (g) 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.
- (h) The fees and expenses of the Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (i) Any of the time limits contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 14: DISCIPLINARY ACTION

14.1 Disciplinary Action Defined:

Disciplinary action will be corrective and progressive when appropriate.

Disciplinary action will be exclusively defined as follows:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension
- (d) Dismissal

14.2 Meeting with the Employee:

Upon receipt of information pertaining to dissatisfaction with an Employee's work performance the Employer will contact the Employee within ten (10) working days. The Employer will reference Articles 14.5 and 14.6 to the Employee and a date and time to meet will be established.

14.3 Removal of Disciplinary Action:

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

Non-disciplinary corrective correspondence shall be removed if no new corrective correspondence of a similar nature has occurred for eighteen (18) months.

14.4 Just Cause:

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

14.5 Right to have a Steward present:

An Employee shall have a Steward or Union Representative, to a maximum of two (2) Stewards or Union Representatives, present at any meeting with the Employer which may be the basis of disciplinary action.

Where the Employer undertakes disciplinary action, they will so notify the Employee of the purpose of the meeting, in advance, in order that the Employee may contact a Steward or Union Representative to be present. No Employee is required to answer the charges without a Union Steward present.

An Employee shall have a right to have a Steward of Union Representative present at any meeting with the Employer in which they feel Union Representation is beneficial.

14.6 Waiver of Representation:

The Employee reserves the right to waive their right to have a Steward or Union Representative present. The waiver shall be in writing and signed by the Employee, a Union Executive or Steward, and the Employer. The Employee shall be given the opportunity to discuss the waiver with the Unit Representative prior to signing it. (See Appendix "B" for Waiver copy).

14.7 Investigations:

Should an Employee be suspended for the purpose of an investigation; the Employee shall continue to receive their pay and benefits entitlement. The Parties agree that investigations will be concluded as quickly as possible due to the negative effect on the Employee and the other Employees in the workplace.

Investigations will commence within twenty-four (24) hours of the start of the suspension and will be expedited by the Employer with the goal of concluding the investigation within seven (7) working days. When an investigation is expected to last more than seven (7) working days, the Employer will provide to the Union, a reasonable cause for the delay and an estimated date of completion.

Any Employee required to meet with the Employer in the course of investigations outside their regular hours of work will be compensated as per the provisions of Article 21.04.

14.8 Meeting with Employee:

- (a) Upon receipt of information pertaining to dissatisfaction with an Employee's work performance the Employer will contact the Employee within ten (10) working days. The Employer will reference Articles 14.05 and 14.06 to the Employee and a date and time to meet will be established.

- (b) The Steward or Union Representative shall be provided in writing with a summary description of the issues under discussion prior to the initial meeting with the Employee.

ARTICLE 15: PERSONNEL RECORD

15.1 Access to Personnel File:

The Employee shall have the right to review their personnel file, provided they make an appointment in advance. The Employer will respond to the request within two (2) working days and the Employee will be provided with an agreeable appointment time within three (3) working days of the original request. The Employee may review their file in a private area in the presence of the Employer.

The Employee has the right to request copies of pertinent documents in their file; however, the Employee may not alter or remove items or documentation from the file.

15.2 Confidentiality:

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

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

15.3 Documentation – Disciplinary:

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

15.4 Documentation – Other:

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

ARTICLE 16: SENIORITY

16.1 Seniority Definition:

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

16.2 Seniority List:

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

16.3 Loss of Seniority:

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

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

- (a) They are discharged for Just Cause and are not reinstated.
- (b) They resign in writing and do not withdraw within two (2) days.
- (c) They fail to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless by reason of sickness or other *Just Cause*. The refusal of an Employee to accept recall to such employment will result in termination of seniority. Laid off Employees engaged in termination of employment and who are recalled, shall be permitted to give their current Employer reasonable notice of termination to accept the recall.

16.4 Transfer and Seniority out of the Bargaining Unit:

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

Seniority shall not accrue during periods of time where they are working out-of-scope.

ARTICLE 17: POSITION CHANGES AND JOB POSTINGS

17.1 Selections, Transfers, and Staff Changes:

Selection for positions will be made first from internal applicants who have the required qualifications.

Determination of qualifications shall be made by the Employer, with input/advice from the persons receiving support, their family or advocate. Determination of qualifications shall not be made in a manner that is arbitrary or discriminatory. The Parties agree that opportunities should increase in proportion to length of service and, therefore, in making selection for positions, the Employer will award the position to the applicant with the highest seniority who meets the qualifications.

The Parties acknowledge there are some circumstances where working with a particular individual may influence the awarding of positions due to such things as gender, physical ability, or the relationship between the individual and the Employee. Where possible, the known circumstances shall be noted on the posting.

17.2 Involuntary Transfer:

Involuntary transfer will be considered only when all other efforts to resolve the matter under consideration have been made; and will not be arbitrary or discriminatory.

In the case of an involuntary transfer, a Steward shall be present for the meeting with the Employee. The Employer shall ensure that a Union Representative is included in all discussions with an Employee related to involuntary transfer.

17.3 Transfer Requests:

Any Employee in a permanent position has the right to request a transfer to another comparable position in a different location where there exists a significant breakdown in relations between the Employee and the individual they are supporting or another staff member.

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

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

17.4 Term Positions:

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

17.5 Postings:

All bargaining unit positions will be advertised for a minimum of seven (7) calendar days. A copy of such bargaining unit positions postings will be provided to the union on the date of the posting.

17.6 Information on Postings:

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

17.7 Outside Advertising:

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

The Employer may request concurrent posting internally and externally for a specific period but in no circumstances can an external applicant be hired until all internal applicants have been considered.

17.8 Notification to Employee and Union:

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

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

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

17.9 Probationary Period:

All new Employees shall be on probation for the first six (6) months of their employment. The Employer shall complete a written evaluation for all new full time Employees by their third (3rd) month of employment and for all others by their fifth (5th) month of employment. The Union shall be notified in writing on a monthly basis upon completion of the evaluation.

During this probationary period, the Employee shall be entitled to all rights and benefits of the Agreement. After the completion of the probationary period seniority shall be accrued from the original date of employment.

The Employer shall commit to ensuring opportunity exists to support new Employees in successfully completing their probation through coaching and training.

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

17.10 Trial Period:

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

ARTICLE 18: LAYOFF

18.1 Definition of Layoff:

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

18.2 Notice of Layoff:

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

The Union will be included in all meetings with Employees related to layoff and bumping.

18.3 Role of Seniority in Layoff of Permanent Employees:

Both Parties recognize that job security shall increase in proportion to length of service. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right has the required skills and qualifications for the position.

18.4 Vacancies as an Alternative to Bumping:

Where a vacancy exists, the laid off Employee can be placed into the vacancy where the weekly hours of work and shift hours are similar. All existing accommodations on file will be honoured.

Where more than one suitable vacancy exists, the Employer and the Employee shall mutually determine the position into which the Employee will be placed with preference given to the more senior Employee.

The Parties acknowledge there are some circumstances where working with a particular individual may influence the Employees' suitability for a position due to such things as gender, physical ability, or the relationship between the individual and the Employee.

18.5 Recall Priority:

A laid-off Employee shall have recall rights for twelve (12) months. If a laid-off Employee refuses a recall to a position of similar weekly hours, shift hours and rate of pay then recall rights are forfeited.

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

18.6 Recall Procedure:

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

18.7 Grievance on Layoff and Recall:

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

ARTICLE 19: DEFINITIONS OF EMPLOYEES

19.1 Elimination of Present Classification(s):

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

ARTICLE 20: HOURS OF WORK

20.1 Work Hours and Breaks:

Hours of work shall be varied depending on duties and area of operation, subject to Article 2.1: Employee Definitions – with one (1) scheduled paid break of fifteen (15) minutes during each four (4) hours worked.

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

20.2 Letter of Hire:

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

20.3 Shift Cancellation:

Where a relief shift is cancelled with less than twenty-four (24) hours' notice, the Employee will either be reassigned for the full shift or compensated with two (2) hours of pay in lieu of working.

20.4 Shift Exchange:

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

20.5 Employees Reassigned to Work at Different Location:

(a) Orientation:

The Employer shall ensure that all Employees shall have a complete and specific orientation to any location where they are required to work.

(b) Right to refuse:

Employees that do not have this orientation shall have the right to refuse any request from the Employer, to work all or part of their permanent hours in a different location.

20.6 Reassignment:

When, for a period of time, support is not required by persons whom the Employee would normally be assigned to support, the Employee would be placed

on reassignment or be available for work without loss of pay, benefits, or seniority. Any Employee not choosing to be reassigned may elect to use accumulated banked or vacation time.

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

- 20.7 Except in cases of emergency, the Employer shall allow an Employee at least two twenty-four (24) hour periods of rest in each week spanning the pay period from Thursday to Wednesday, and no rest period shall be less than one twenty-four (24) hour period in duration.
- 20.8 With the exception of shifts on Saturdays, Sundays, and General Holidays when continuous coverage is required, the Employee shall be granted at least the equivalent of six (6) hours off duty in each day. Such hours off duty may be given in two periods and no period shall be less than two hours.
- 20.9 All Employees whose shifts fall within the definition of Caregivers (Home Care and Residential Care) under *Part 3, Division 9* of the *Employment Standards Code of Alberta Regulations* (the "Regulation") will be paid based on the following provisions:
- (a) Employees who work weekday shifts that are less than twenty-four (24) hours shall receive wages as follows:
 - (i) Pay for each hour worked up to ten (10) hours per day, at their regular rate of pay.
 - (ii) Pay at the minimum wage for up to eight (8) hours per day, during which time the Employee may sleep but will respond should the individual(s) require support, at their regular rate of pay.
 - (b) Employees who work weekend shifts shall receive wages as follows:
 - (i) Pay for each hour worked up to sixteen (16) hours per day, at their regular rate of pay.
 - (ii) Pay at the minimum wage for up to eight (8) hours per day, during which time the Employee may sleep but will respond should the individual(s) require support, at their regular rate of pay.

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

20.10 Banked Time:

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

- Are outside of their regularly scheduled permanent hours and relate to their permanent position

Banked Time shall be earned as follows:

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

Banked Time shall be deducted for time off as follows:

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

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

The "day" entitlement shall be calculated as follows:

- (a) Total number of awake hours worked per week (Sunday – Saturday) plus the number of sleep hours worked per week divided by five (5).
- (b) If banked time is not taken prior to March 31st of each year, Employees shall be paid at the rate at which it was earned for any outstanding hours with the exception of two (2) workdays which may be carried over into the next fiscal year.

20.11 Team Leader Rate of Pay:

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

- Relief staff options have been exhausted, including coverage paid at overtime rates;
- No regular Full or Part-time staff are available, including coverage paid at overtime rates;
- It has been approved by a Manager or Emergency On-Call;
- The required documentation has been completed.

20.12 Team Leader On-Call:

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

ARTICLE 21: OVERTIME

21.1 Overtime Defined:

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

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

21.2 Permanent Employees may bank overtime at the applicable overtime rate. Employees may accumulate banked overtime to a maximum of five (5) days.

The “day” entitlement shall be calculated as follows:

- (a) Total number of awake hours worked per week (Sunday – Saturday) plus the number of sleep hours worked per week divided by five (5).
- (b) If banked overtime is not taken prior to March 31st of each year, Employees shall be paid at the rate at which it was earned for any outstanding hours with the exception of two (2) workdays which may be carried over into the next fiscal year.

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

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

21.3 Overtime Authorization:

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

21.4 Call-Back:

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

21.5 Telephone Calls and Text Messages:

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

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

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

- (b) It is understood a work-life balance is important to maintain mental health and Employee's non-work time needs to be respected.
- (c) Employees have no expectation to monitor their work phone or work email outside of work hours.

21.6 The following Leaves:

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

ARTICLE 22: VACATION

22.1 Vacation Entitlement – Permanent Staff:

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

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

- During the first and second year of employment, an Employee shall accumulate vacation monthly based on two (2) weeks per year.
- During the third to eighth year of employment, an Employee shall accumulate vacation monthly based on three (3) weeks per year.
- During the ninth to the fifteenth year of employment, an Employee shall accumulate vacation monthly based on four (4) weeks per year.
- During the sixteenth to the twentieth year of employment, an Employee shall accumulate vacation monthly based on five (5) weeks per year.

- During the twenty-first to the twenty-fifth year of employment, an Employee shall accumulate vacation monthly based on six (6) weeks per year.
- During the twenty-sixth and subsequent years of employment, an Employee shall accumulate vacation monthly based on seven (7) weeks per year.

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

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

22.2 Vacation Entitlement – Relief Employees:

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

22.3 Leave Without Pay Regarding Vacation:

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

22.4 Right of Employer to Require Vacation:

Employees who have not submitted an annual vacation request by the ninth (9th) month following the first year of employment in which the vacation credits were earned may be required to take annual vacation as directed by the Employer.

Requests to book unused vacation need to be submitted by January 1st and taken by March 31st.

22.5 Approved Leave During Vacation:

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

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

22.6 General Holidays During Vacation:

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

22.7 Submission of Vacation Request:

Employees will submit requests for vacation time during peak periods:

- for the period December 15th to January 8th by October 1st
- for the period June 15th to August 31st by April 1st

The Employer shall advise Employees regarding approval of vacation time within twenty (20) working days of the established deadlines. In cases of conflict, seniority shall be the deciding factor. Requests for vacation, other than as provided in this Article 22.7 will be approved on a first-come basis as per Article 22.8.

22.8 Notification Requirement for Vacation:

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

- (a) Three (3) weeks in advance of the Leave of more than five (5) days, and
- (b) One (1) week in advance of the Leave of five (5) days or less.

The exception to this shall be in the case of the death of a person not covered by Bereavement Leave (see Article 25.2). In this case the Employer will provide up to three (3) days' vacation Leave without notice if the Employee has notified their supervisor and has booked Relief staff (where applicable) to cover their shift(s).

22.9 Call-Back while on Vacation Leave:

- (a) No Employee shall be called back to work while on vacation Leave.
- (b) No Employee shall work for the Employer while on vacation.

22.10 No Employee shall be required to find replacement for their approved vacation time. Based on operational requirements, vacation requests shall not be unreasonably denied.

ARTICLE 23: SICK LEAVE

23.1 Sick Leave Defined (for Permanent Staff):

Sick Leave means Leave with pay for up to thirteen (13) days per year, two (2) of which may be claimed as self-care days.

In the event of illness or self-care, the Employee shall advise supervisory personnel prior to the Employee's expected arrival at work, in accordance with the established practice. An Employee failing to notify supervisory personnel will be considered absent without Leave unless this requirement is waived.

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

Upon returning from Sick Leave of any length, the Employee shall return to their former hours.

23.2 Calculation of Sick Leave Credits:

The calculation for sick days will be based on the number of days a person would normally work in the course of a year. Using a formula to calculate thirteen (13) days for someone who works five (5) days per week, the percentage will be 5.0.

Therefore, a person working five (5) days per week, regardless of hours of work, will be entitled to thirteen (13) sick days per year. A live-in weekend staff person, recognizing their days of work as three (3) days per week, will be entitled to 7.8 sick days per year. A staff person working an overnight position, two (2) days per week, will be entitled to 5.2 sick days and someone working four (4) days per week will be entitled to 10.4 sick days.

For the purposes of recognizing only whole days the percentage will be rounded to the closest full day. So, 7.8 would be 8; 5.2 will be 5; and 10.4 will be 10.

23.3 Physician Certificate:

Upon request of the Employer, a physician's certificate shall be provided for any illness exceeding three (3) or more calendar days.

An Employee wrongfully claiming Sick Leave shall be considered absent without approved leave and may be dismissed.

23.4 Sick Leave – Other Applications:

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

This may also be applied to situations when an Employee:

- (a) Is required to travel for the purposes of medical referral and/or treatment;
or
- (b) Is unable to schedule medical appointments outside of their work hours. They shall have the right to utilize Sick Leave credits for such absence provided they have received prior authorization from the Employer, and provided they submit evidence satisfactory to the Employer regarding the appointment when requested to do so. The Employer will take into account the confidential nature of medical appointments.

23.5 Deductions from Sick Leave:

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

23.6 Addiction Treatment:

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

23.7 Extension of Sick Leave:

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

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

23.8 Pay Advance Provision:

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

23.9 Cost-Sharing Benefits:

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

23.10 Duty to Accommodate:

All Parties are committed to supporting the return to work of an Employee with a disability. The Employer agrees to take reasonable Steps to accommodate an Employee's needs to the point of undue hardship and shall work cooperatively with the Employee and other relevant Parties. The Employer shall determine the position into which the Employee shall be accommodated.

Employees shall have the right to union representation at meetings with the Employer that involve either the accommodation of an Employee or the Employee's right to return to work.

ARTICLE 24: GENERAL HOLIDAYS

24.1 General Holidays:

The following will be considered paid holidays:

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

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

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

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

- (a) Qualification for the twenty (20) hours per week shall be calculated as follows:
 - Total number of awake hours worked per week (Sunday – Saturday) plus the number of sleep hours worked per week.
- (b) The "day" entitlement shall be calculated as follows:
 - Total number of awake hours worked per week (Sunday – Saturday) plus the number of sleep hours worked per week divided by five (5).

24.3 General Holiday Pay – Working Relief Staff:

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

24.4 General Holiday Pay – Working Permanent Employee:

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

- (a) Regular pay for the hours worked on a General Holiday and equal time off in lieu, or
- (b) Double time-and-a half (2½) their awake hourly wage for all awake hours worked and one and one-half times (1½x) their sleep hourly wage for all sleep hours on a General Holiday.

ARTICLE 25: LEAVE WITHOUT/WITH PAY

Under this Article, a “day” shall be defined as twenty-four (24) hours between midnight – midnight.

25.1 Leave without Pay:

Leave without pay may be requested for various reasons and shall not be unreasonably denied. Approval will be subject to the discretion of the Director, Home and Community Supports based on the following considerations:

- (a) Operational requirements of the program
- (b) Urgency of the need for Leave
- (c) Consistency with existing provisions for Leave with pay.

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

Upon return from a Leave without pay, the Employee shall return to their former hours (total weekly hours and similar shift hours) and where possible, the same location.

25.2 Bereavement Leave:

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

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

Grandparent	Parent (in-laws)	Brother-in-law	Uncle
Grandchild	Son-in-law	Sister-in-law	Niece
Legal Guardian	Daughter-in-law	Aunt	Nephew

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

25.3 Non-consecutive Bereavement Leave:

In the event special circumstances require bereavement days to be taken non-consecutively, the Employee may request same from the Director, Home and Community Supports to take bereavement either non-consecutively or at a later date.

The request for non-consecutive days shall not be unreasonably denied.

25.4 "Spouse" shall be defined as:

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

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

If the Employee requires traveling time exceeding the maximum of allowed Leave, the Employee may apply to the Director, Home and Community Supports for additional Leave without pay.

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

In the case of the death of a person not covered by Article 25.2, the Employer will provide up to three (3) days' vacation without notice if the Employee has notified their Manager.

25.5 Pallbearer's Leave:

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

25.6 Court or Jury Duty:

(a) Pay Entitlement – Court Appearances:

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

(b) Pay Entitlement – Jury Duty:

Where an Employee is subpoenaed for jury duty, pay provisions will apply in accordance with Article 25.4(a).

ARTICLE 26: STAFF TRAINING AND DEVELOPMENT

26.1 Educational Access:

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

26.2 Educational Leave:

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

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

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

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

26.3 Time off for Local Training Events:

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

26.4 The Employer agrees to pay registration and time to all Employees who attend required workshops and training including First Aid and CPR re-certification, which are a condition of employment.

ARTICLE 27: PARENTAL LEAVE

27.1 Maternity Leave:

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

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

27.2 Parental and Adoption Leave:

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

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

27.3 Birth and Adoption Leave:

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

27.4 Notice Requirement:

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

27.5 Benefit Coverage:

Employees will continue to receive coverage through the Group Benefits and/or Alberta Health Care plans. The Employee will be responsible for their share of premiums to a maximum of six (6) months with the Employee assuming responsibility for 100% of premiums thereafter.

27.6 Right to Work During Pregnancy:

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

27.7 Right to Work:

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

In the event that the Employee's position or a comparable position becomes open within a period of twelve (12) months from the expiration of the Leave, they will be entitled to reinstatement in their position or be provided with the comparable position.

27.8 Resumption of Employment:

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

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

ARTICLE 28: TRANSPORTATION AND EXPENSES

28.1 Driver's License/Vehicle Requirement:

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

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

(a) **Vehicle Insurance**

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

28.2 Mileage Rate:

The Employer will pay a mileage rate of fifty-five cents (.55¢) per kilometer for Employer approved travel.

28.3 Loss or Damage to Personal Property:

In some circumstances Employees may suffer loss or damage to their private property during the course of carrying out their official duties.

Employees may be compensated where personal effects are damaged during the course, and as a result, of carrying out official duties at SACLA. Each occurrence must be submitted as an incident report within twenty-four (24) hours.

Compensation will be considered when the following criteria have been met:

- (a) Employee has adequately fulfilled their responsibility for the security and preservation of their private property;
- (b) The private property that has been damaged has been required for the performance of the Employee duties;
- (c) The Employee has followed the directives, policies, practices, and support requirements as outlined by the Employer.
- (d) Compensation will be limited to repair of the damaged item or where repair is not feasible, for a replacement of equal value.

ARTICLE 29: PAYROLL

29.1 Pay Period:

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

29.2 Deductions from Pay:

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

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

ARTICLE 30: CONTRACTED WORK

30.1 Seniority Rights:

No Employee shall be displaced or lose hours as a result of contracting-out work normally performed by members of the bargaining unit.

30.2 Notification to Union:

- (a) The Employer will advise the Union in writing, of any pending contracting-out.
- (b) No Employee will lose hours as a result of contracting out.
- (c) In the case of temporary and/or emergent staff shortages, the Employer will notify the Union as soon as possible.

- (d) The equivalent amount of Union dues will be paid to the Union for all hours worked by a contractor or other temporary staffing that would normally be staffed by a Union Member.

ARTICLE 31: BENEFIT PACKAGE

31.1 Benefits and Premiums:

Permanent Employees working twenty (20) hours or more per week shall be eligible for full benefit coverage (subject to approval and continuation by the carrier). The cost of premiums will be the same as for Full-time Employees and will be deducted from the Employee's salary on a monthly basis.

- 31.2 The Employer and the Employee shall share the cost of benefit premiums as follows. All future increases and/or decreases shall be shared equally between the Employer and the Employee.

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

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

31.3 Health Spending Account:

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

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

31.4 Wellness Account:

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

- (a) “Wellness” encompasses many facets of one's life:
- Stress Management
 - Physical activity and fitness
 - Leisure Activities
 - Healthy nutrition
 - Lifestyles and personal development
- (b) Employees can choose what they believe is best for them and will lead to their improved health and wellness. A wide range of options will be covered under this account and may include such things as:
- Consultations with a dietician
 - Enrolment in weight loss programs (e.g. Weight Watchers)
 - Home computer software
 - Craft supplies and/or lessons
 - Vitamins and health supplements
 - Books, magazines and ipads
 - Exercise Equipment, gym memberships and personal trainers
 - Financial Planning
 - Education courses
 - Dependent care
 - Travel
- (c) All Employees who have been employed for a minimum of six months are eligible for an Employee Wellness Account to a maximum of five hundred dollars (\$500.00) to enhance their personal health and wellness. The amount shall be pro-rated based on months worked in the year from date of hire.
- For example:
- employment commences June 1
 - eligibility established December 1
 - entitlement for year = 7/12 of \$500
- (d) Unused balances, as of December 31st, may be carried forward for one full calendar year.
- (e) Upon written request from the Employee, by November 30, the current year's unused Wellness Account Balance will be transferred to the Employee's Southern Alberta Community Living Association Group RRSP account.

31.5 Change in Carrier:

The Employer agrees to create a Benefit Review Committee, upon the Employer's determining if a RFP is required. The committee will have equal representation of both in and out-of-scope Employees. The committee will be informed and updated throughout the RFP process and will be consulted prior to deciding on any change in benefit carrier.

At any point the Union or the Employer can request a meeting to discuss benefit concerns.

ARTICLE 32: HARASSMENT

32.1 Discrimination, Violence, Bullying and Harassment in the Workplace:

Every Employee has the right to a workplace free from discrimination, violence, bullying or harassment regardless of who the offender may be.

32.2 Definitions:

(a) Discrimination:

Discrimination is an act or decision that results in unjust or prejudicial treatment of a person on the grounds protected under the *Alberta Human Rights Act* as listed in Article 31.1.

(b) Workplace Bullying:

Workplace bullying is repeated, health-harming mistreatment of a person by one or more perpetrators. Bullying may include, but is not limited to:

- Threats
- Humiliation
- Intimidation
- Verbal abuse
- Work interference by sabotage

(c) Workplace Harassment:

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:

- Verbal conduct: derogatory or offensive remarks, abusive language
- Visual conduct: derogatory cartoons, pornography, racist or sexist material
- Physical conduct: unwelcome physical touching or blocking of normal movement
- Social media: harassment on social media of a fellow Employee

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

- Inappropriate touching
- Leering and/or sexual suggestions
- 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:

Workplace violence is threatened, attempted or actual conduct that causes or is likely to cause physical injury, whether work-related or at a worksite. Violence includes but is not limited to:

- Threatening behavior
- Physical attacks
- Or any acts that would cause fear

(e) Employer Commitment:

- To investigate reported incidents of discrimination, violence, bullying, and harassment in an objective and timely manner;
- To take necessary action; and
- To provide appropriate support for victims of workplace discrimination, violence, bullying, and harassment.

(f) Complaint Process:

Incidents of discrimination, violence, bullying or harassment in the workplace should be reported immediately to a Manager, or to the Director, People & Culture, in the event the accused is a Manager.

- (i) A Human Resources Advisor, People & Culture will be assigned to support and assist the Complainant including to prepare a formal written complaint. A complaint must be signed by the complainant except in the event of a third-party report. If both Parties agree, they may seek an informal resolution through the Human Resources Advisor, People & Culture.
- (ii) The Director, People & Culture will conduct a formal investigation or, when required to maintain impartiality, will appoint an impartial or external third-party investigator. Every formal complaint that is not resolved informally will be investigated. The Human Resources Advisor assigned to support the complainant will not conduct the investigation.
- (iii) Where an investigation proceeds, the Respondent and Complainant will be notified of the investigation.
- (iv) Upon completion of the investigation, the investigator will prepare a report that includes findings of fact and conclusions.
- (v) The Chief Executive Officer will review the report and any comments received from the Respondent and Complainant and ensure that both the Respondent and the Complainant are informed of the decision and actions to be taken.

- (vi) All persons involved in processing a complaint will ensure that the Complainant is neither penalized nor subjected to any prejudicial treatment as a result of making the complaint.
- (vii) Disciplinary action will be taken against any person who takes any reprisal against a person who, in good faith, reports workplace violence, bullying, or harassment.
- (g) Confidentiality
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 33: TERM OF AGREEMENT

33.1 Term of Agreement: January 1, 2022 to June 30, 2023:

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

33.2 Changes in Agreement:

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

33.3 Work Interruption During Negotiations:

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

ARTICLE 34: WAGES


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

34.2 Wages are as identified in Appendix "A".

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

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

Dated this day 28 of November 2022.

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

Appendix "A": Starting Salaries

Southern Alberta Community Living Association

A.1 Salaries for positions funded by Persons with Developmental Disabilities

The Salary Grid below is in effect for the period January 1, 2022 to June 30, 2023, including increases as per A.6 and A.8 below. As of January 1, 2019, A.6 and A.8 are suspended for the life of the Collective Agreement and all salaries shall be frozen until additional funding allocated for wages is received. For clarity, Employees will not progress within their respective classification scales while salaries are frozen. (Article 34.1)	
POSITION TITLE	AWAKE RATE
<p><u>COMMUNITY SUPPORT WORKER</u></p> <ul style="list-style-type: none"> • Less than one (1) year • More than one (1) and less than two (2) years • More than two (2) and less than three (3) years • More than three (3) and less than four (4) years • More than four (4) and less than five (5) years • More than five (5) years 	<p>17.45</p> <p>17.97</p> <p>18.51</p> <p>19.07</p> <p>19.64</p> <p>20.23</p>
<p><u>TEAM LEADER I</u></p> <p><u>Staff without a Post-Secondary Diploma or Degree</u></p> <ul style="list-style-type: none"> • Less than one (1) year • More than one (1) and less than two (2) years • More than two (2) and less than three (3) years • More than three (3) and less than four (4) years • More than four (4) and less than five (5) years • More than five (5) years 	<p>20.99</p> <p>21.62</p> <p>22.27</p> <p>22.94</p> <p>23.63</p> <p>24.34</p>
<p><u>Staff with a relevant Post-Secondary Diploma or Degree</u></p> <ul style="list-style-type: none"> • Less than one (1) year • More than one (1) and less than two (2) years • More than two (2) and less than three (3) years • More than three (3) and less than four (4) years • More than four (4) and less than five (5) years • More than five (5) years 	<p>21.62</p> <p>22.27</p> <p>22.94</p> <p>23.63</p> <p>24.34</p> <p>25.07</p>
<p><u>TEAM LEADER II</u></p> <p><u>Staff with a relevant Post-Secondary Diploma or Degree</u></p> <ul style="list-style-type: none"> • Less than one (1) year • More than one (1) and less than two (2) years • More than two (2) and less than three (3) years • More than three (3) and less than four (4) years • More than four (4) and less than five (5) years • More than five (5) years 	<p>23.64</p> <p>24.35</p> <p>25.08</p> <p>25.83</p> <p>26.60</p> <p>27.40</p>

The Salary Grid below is in effect for the period January 1, 2022 to June 30, 2023, including increases as per A.6 and A.8 below. As of January 1, 2019, A.6 and A.8 are suspended for the life of the Collective Agreement and all salaries shall be frozen until additional funding allocated for wages is received. For clarity, Employees will not progress within their respective classification scales while salaries are frozen. (Article 34.1)

POSITION TITLE	AWAKE RATE
<u>SECRETARY – RECEPTIONIST</u>	
• Less than one (1) year	16.18
• More than one (1) and less than two (2) years	16.67
• More than two (2) and less than three (3) years	17.17
• More than three (3) and less than four (4) years	17.69
• More than four (4) and less than five (5) years	18.22
• More than five (5) years	18.77
<u>ADMINISTRATIVE SECRETARY-RECEPTIONIST</u>	
• Less than one (1) year	20.38
• More than one (1) and less than two (2) years	20.99
• More than two (2) and less than three (3) years	21.62
• More than three (3) and less than four (4) years	22.27
• More than four (4) and less than five (5) years	22.94
• More than five (5) years	23.63

- A.2 All sleep hours will be paid at minimum wage.
- A.3 All Permanent staff shall receive three percent (3%) of their permanent gross earnings through contributions by the Employer into an RRSP. This benefit shall continue for as long as the Employee maintains their permanent status with the organization. Contributions to the RRSP will align with the payroll system.
- A.4 The Employer shall have the discretion to place any person hired to a new position upon the grid according to their years of experience and/or educational background. No Employee moving to a higher position shall receive less than their current hourly awake wage.
- A.5 Existing Employees without the required educational background shall have the ability to apply for a Team Leader II position based on experience.
- A.6 Any Employee whose hourly wage exceeds the salary grid shall receive a cost-of-living increase of two percent (2%) to their hourly wage on their seniority date.
- A.7 Wage Entitlement in Temporary Positions:
 When a Permanent Employee temporarily relieves in and performs the duties of a higher paid position, they shall receive the rate for the job. When an Employee temporarily relieves in and performs the principal duties of a higher paid position, for which a salary range has been established, they shall receive the rate for that

position. The Employee shall qualify for any pay increments based on length of service in the temporary assignment.

A.8 Team Leaders shall be paid three hundred dollars (\$300.00) per week for On-Call duty. An additional fifty dollars (\$50) shall be paid for coverage provided on a General Holiday.

A.9 Employees hourly wage shall be adjusted on their seniority date

CUPE Local 4791

Appendix "B": Waiver of Union Representation

Employee _____ **Meeting Date** _____
Meeting Time _____

WAIVER OF REPRESENTATION

I acknowledge, under the Collective Agreement, my right to have a Steward or Union Representative present during any discussion between myself and the Employer related to; disciplinary action, involuntary transfers, accommodation and return to work, or any other meeting where I feel Union representation is beneficial to my interests.

I also understand if I initially waive Union representation, I may at any time rescind the waiver and request Union representation.

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

Employee

Date

Union

Date

Employer

Date

Letter of Understanding #1: Hours of Rest

BETWEEN

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

- AND -

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

RE: Hours of Rest

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

Employees who do not receive at least (6) hours of rest, shall receive at least one and one-half (1½) times the existing wage rate for each our worked, or time off with pay.

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

Signed this 28 day of November 2022.

SIGNED ON BEHALF OF Southern Alberta Community Living Association	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 4791
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SIGNED ON BEHALF OF Southern Alberta Community Living Association	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 4791
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Letter of Understanding #2: Wage Incentive, Live-in Christmas Weekend

BETWEEN

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

- AND -

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

RE: Wage Incentive, Live-in Christmas Weekend

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

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

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

Signed this 28 day of November 2022.

SIGNED ON BEHALF OF Southern Alberta Community Living Association	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 4791
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Letter of Understanding #3: Vacation Approvals – Summer Periods

BETWEEN

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

- AND -

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

RE: Vacation Approvals – Summer Periods

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

The Employer proposes, in an attempt to cover summer Vacation Leave requests, for the period of June 15th to August 31st 2022, a Letter of Understanding granting Vacation Leave requests approvals for summer periods, for those with lessor seniority. In accordance with Article 21.07, 'Submission of Vacation Requests', the Employer would grant Vacation Leave requests of lessor seniority Employees. In meeting the obligations of this request, the Employer would agree to the following:

- (i) Post all unapproved and, or unfilled shifts of those staff who would normally have seniority rights, to receive their summer vacation approvals first,
- (ii) The Employer will orientate staff who would accept shifts of Employees with seniority rights, including to orientate newly hired staff to fill the summer leave requests of more senior staff, whose shifts the Employer has not yet covered and given approvals for.

This Letter of Understanding shall remain in effect until August 31, 2022 at 0700.

Signed this 28 day of November 2022.

SIGNED ON BEHALF OF Southern Alberta Community Living Association	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 4791
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Letter of Understanding #4: First Aid and CPR

BETWEEN

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

- AND -

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

RE: First Aid and CPR

The Parties agree to fully implement Article 26.04 within six (6) months of ratification of this Collective Agreement, specifically that the Employer will pay for all Employee's initial certification and recertification for First Aid and CPR.

Signed this 28 day of NOVEMBER 2022.

SIGNED ON BEHALF OF Southern Alberta Community Living Association	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 4791
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Letter of Understanding #5: APPENDIX "A" SALARIES – New Wage Grid

BETWEEN:

**SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION
(the "Employer")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4791
(The "Union")**

(COLLECTIVELY THE "PARTIES")

RE: APPENDIX "A" SALARIES – New Wage Grid

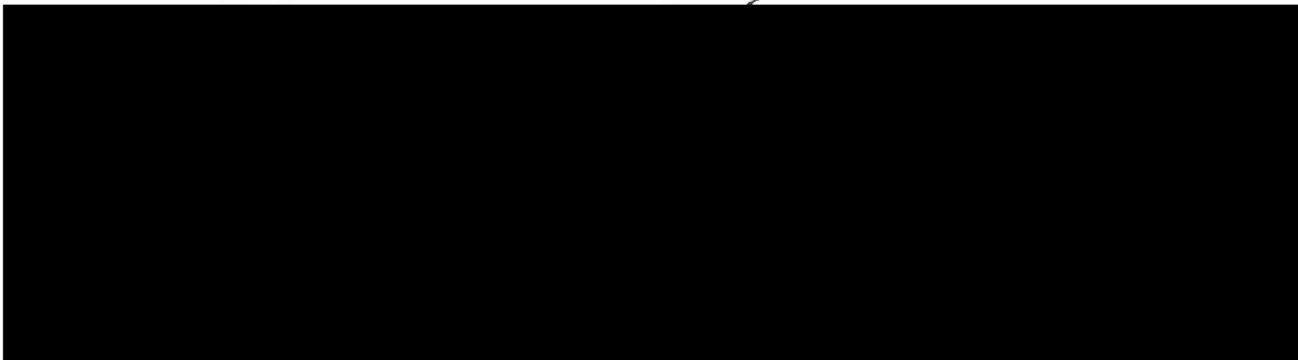
WHEREAS the Employer received an amount of money directed for wages from their funder, Persons with Developmental Disabilities (PDD),

AND WHEREAS the parties met as per Collective Agreement Article 34.1 to negotiate wages,

NOW THEREFORE the parties agree to the following terms:

1. Appendix "A" will be amended with the following wage chart (Attached).
2. This Agreement will take effect upon signing and retroactively back to the date the wages were adjusted, April 1, 2023.
3. 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 in Lethbridge this 2nd day of May 2024.



Appendix "A": Starting Salaries Southern Albert Community Living Association

A.1 Salaries for positions funded by Persons with Developmental Disabilities

The Salary Grid below is in effect for the period January 1, 2022, to June 30, 2023, including increases as per A.6 and A.9 below. As of January 1, 2019, A.6 and A.9 are suspended for the life of the Collective Agreement and all salaries shall be frozen until additional funding allocated for wages is received. For clarity, Employees will not progress within their respective classification scales while salaries are frozen. (Article 34.1)

POSITION TITLE	CURRENT AWAKE RATE	April 1/2023 AWAKE RATE
COMMUNITY SUPPORT WORKER		
Less than one (1) year	\$17.45	\$19.02
More than one (1) and less than two (2) years	\$17.97	\$19.41
More than two (2) and less than three (3) years	\$18.51	\$19.81
More than three (3) and less than four (4) years	\$19.07	\$20.21
More than four (4) and less than five (5) years	\$19.64	\$20.62
More than five (5) years	\$20.23	\$22.05
TEAM LEADER I		
Staff without a Post-Secondary Diploma or Degree		
Less than one (1) year	\$20.99	\$22.04
More than one (1) and less than two (2) years	\$21.62	\$22.70
More than two (2) and less than three (3) years	\$22.27	\$23.38
More than three (3) and less than four (4) years	\$22.94	\$24.09
More than four (4) and less than five (5) years	\$23.63	\$24.81
More than five (5) years	\$24.34	\$25.56
TEAM LEADER I		
Staff with a relevant Post-Secondary Diploma or Degree		
Less than one (1) year	\$21.62	\$22.70
More than one (1) and less than two (2) years	\$22.27	\$23.38
More than two (2) and less than three (3) years	\$22.94	\$24.09
More than three (3) and less than four (4) years	\$23.63	\$24.81
More than four (4) and less than five (5) years	\$24.34	\$25.56
More than five (5) years	\$25.07	\$26.32
TEAM LEADER II		
Staff with a relevant Post-Secondary Diploma or Degree (With suitable experience and education, working in a disability services discipline, or equivalent combination)		
Less than one (1) year	\$23.64	\$24.82
More than one (1) and less than two (2) years	\$24.35	\$25.57
More than two (2) and less than three (3) years	\$25.08	\$26.33

More than three (3) and less than four (4) years	\$25.83	\$27.12
More than four (4) and less than five (5) years	\$26.60	\$27.93
More than five (5) years	\$27.40	\$28.77
SECRETARY – RECEPTIONIST		
Less than one (1) year	\$16.18	\$16.99
More than one (1) and less than two (2) years	\$16.67	\$17.50
More than two (2) and less than three (3) years	\$17.17	\$18.03
More than three (3) and less than four (4) years	\$17.69	\$18.57
More than four (4) and less than five (5) years	\$18.22	\$19.13
More than five (5) years	\$18.77	\$19.71
ADMINISTRATIVE SECRETARY-RECEPTIONIST		
Less than one (1) year	\$20.38	\$21.40
More than one (1) and less than two (2) years	\$20.99	\$22.04
More than two (2) and less than three (3) years	\$21.62	\$22.70
More than three (3) and less than four (4) years	\$22.27	\$23.38
More than four (4) and less than five (5) years	\$22.94	\$24.09
More than five (5) years	\$23.63	\$24.81

- A.8 Team Leaders shall be paid three hundred and fifty (\$350.00) dollars per week for On-Call duty. An additional one hundred (\$100.00) dollars shall be paid for coverage provided on a General Holiday.