

# **COLLECTIVE AGREEMENT**

**- between -**

**Central Alberta Women's Emergency Shelter Society**

**- and -**

***CUPE*** / *Canadian Union  
of Public Employees*

**Local 417-09**

**February 7, 2023 – March 31, 2025**

## Table of Contents

PREAMBLE .....	1
ARTICLE 1 – TERM OF AGREEMENT .....	1
ARTICLE 2 – SCOPE .....	1
ARTICLE 3 – DEFINITIONS .....	2
ARTICLE 4 – MANAGEMENT RIGHTS .....	3
ARTICLE 5 – NO DISCRIMINATION .....	3
ARTICLE 6 – UNION STEWARDS .....	4
ARTICLE 7 – UNION RECOGNITION .....	4
ARTICLE 8 – PROBATIONARY PERIOD .....	6
ARTICLE 9 – HOURS OF WORK .....	6
ARTICLE 10 – OVERTIME .....	7
ARTICLE 11 – REMUNERATION .....	8
ARTICLE 12 – POSTING AND FILLING VACANCIES .....	8
ARTICLE 13 – SENIORITY .....	9
ARTICLE 14 – LAYOFF AND RECALL .....	10
ARTICLE 15 – GENERAL HOLIDAYS .....	11
ARTICLE 16 – VACATION LEAVE .....	13
ARTICLE 17 – SICK LEAVE .....	15
ARTICLE 18 – LEAVES OF ABSENCE .....	17
ARTICLE 19 – COMPASSIONATE CARE LEAVE .....	18
ARTICLE 20 – DEATH OR DISAPPEARANCE OF CHILD LEAVE .....	18
ARTICLE 21 – CRITICAL ILLNESS LEAVE .....	19
ARTICLE 22 – LONG-TERM ILLNESS OR INJURY LEAVE .....	19
ARTICLE 23 – DOMESTIC VIOLENCE LEAVE .....	19
ARTICLE 24 – LEAVE FOR CITIZENSHIP CEREMONY .....	19
ARTICLE 25 – BEREAVEMENT LEAVE .....	20
ARTICLE 26 – MATERNITY/PARENTAL LEAVE .....	21
ARTICLE 27 – EDUCATION ASSISTANCE AND LEAVE .....	21
ARTICLE 28 – MILITARY/RESERVIST LEAVE .....	22
ARTICLE 29 – COURT AND JURY LEAVE .....	23
ARTICLE 30 – EMERGENCY LEAVE .....	23
ARTICLE 31 – EMPLOYEE BENEFITS AND RSP .....	24
ARTICLE 32 – WORKERS COMPENSATION .....	24
ARTICLE 33 – POSITION CLASSIFICATION .....	26
ARTICLE 34 – DISCIPLINE & DISMISSAL .....	26
ARTICLE 35 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	27
ARTICLE 36 – GRIEVANCE .....	27
ARTICLE 37 – ARBITRATION .....	29
ARTICLE 38 – HEALTH AND SAFETY .....	30
ARTICLE 39 – LABOUR MANAGEMENT RELATIONS .....	31
WAGE GRID – UNION RATIFICATION DATE .....	33
WAGE GRID – APRIL 1, 2024 .....	34
LETTER OF UNDERSTANDING #1 – THIRD PARTY CONTRACTS .....	36

## **PREAMBLE**

It is the intent of the parties:

- (a) To work together supporting a common commitment to assisting individuals and families who are experiencing the effects of family violence to work towards a lifestyle free-of-abuse.
- (b) To maintain harmonious relations and settle conditions of employment between the Employer and the Union.
- (c) To recognize the mutual value of joint discussions and negotiations in matters pertaining to terms and conditions of employment.
- (d) To develop and maintain the best possible service delivery to clients.
- (e) To encourage efficiency in operations.
- (f) To promote morale, well-being and security of Employees.

## **ARTICLE 1 – TERM OF AGREEMENT**

- 1.1 This agreement shall be in full force and effect as of date of ratification to this Collective Agreement and shall continue in full force and effect until the 31st day of March, 2025, and from year to year thereafter, except as hereinafter provided.
- 1.2 Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration date of this agreement.
- 1.3 If amendment is desired, the contents of the amendment shall be transmitted to the other party at the first collective bargaining meeting and the existing agreement shall remain in force until the process of collective bargaining has been completed in accordance with the provisions of the Labour Relations Code or the parties hereto are in a legal position to conduct a lockout or strike vote, whichever first occurs. Changes to this agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this agreement. Such changes shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.
- 1.4 There shall be no strike or lockout during the term of this Collective Agreement.

## **ARTICLE 2 – SCOPE**

- 2.1 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by the ALRB Certificate C1936-2021. Positions that are excluded from the bargaining unit include: Executive Director, Program Manager, Payroll/HR/Administrative Manager practicum students, including STEP students, Canada Savings Job Program related Employees, temporarily funded out of scope positions.

## **2.2 No Other Agreements**

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

## **ARTICLE 3 – DEFINITIONS**

3.1 For the purposes of this Agreement, unless the context otherwise requires:

(a) A word used in the singular may also apply in the plural.

3.2 "Abandonment of Position" means an Employee is absent without leave and has not contacted the Employer for three (3) consecutive scheduled shifts.

3.3 "Anniversary Date" refers to the Employee's commencement date which establishes payroll, benefits, and years of service.

3.4 "Bargaining Committee" means those Employees elected by the Employees within the Union to bargain on their behalf.

3.5 "Casual" means an Employee who has employment with the Employer for a non-specific period of time. The provisions of the Agreement will (unless otherwise stated) apply to Casual Employee except for the following Articles: Probation, Posting and Filling Vacancies, Seniority, Layoff and Recall, Sick Leave, Leaves of Absence, Bereavement Leave, Maternity/Parental Leave, Education Assistance Leave, Court and Jury Leave, Emergency Leave, Employee Benefits and RSP, Grievance and Arbitration.

3.6 "Employer" means the Central Alberta Women's Emergency Shelter.

3.7 "Employee" means an individual covered by the terms of this Agreement.

3.8 "Permanent Full-Time Employee" means an Employee who has successfully completed their Probationary Period in a position designated as full-time by the Employer and is working full time hours as set out in Article 8.

3.9 "Permanent Part-time Employee" means an Employee who works in a position designated as a Part-time position by the Employer with scheduled hours of work less than full-time working hours as set out in Article 9.

3.10 "Position" means a specific set of duties and conditions, as described in a position description, developed for the purpose of assignment to a single incumbent.

3.11 "Probationary Employee" means an Employee who is serving a probationary period of employment with the Employer pursuant to Article 8.

3.12 "Probationary Period" means the period of employment of an Employee coming within the scope of this agreement pursuant to Article 8.

3.13 "Promotion" means the advancement of an Employee to a position with a higher level of duties and responsibilities and with a higher regular rate of pay.

3.14 "Regular Hours of Work" means the assigned daily hours of work exclusive of overtime, standby, and call-in.

- 3.15 "Regular Rate of Pay" means the rate of pay assigned to a position as set out in the Schedule of Wages attached to this agreement exclusive of all premiums.
- 3.16 "Shift" means the regular daily hours of work assigned to an Employee.
- 3.17 "Temporary Employee" means any Employee who has employment with the Employer for a specific period of time not to exceed eighteen (18) months, except where otherwise agreed upon between the parties. The provisions of the Agreement will (unless otherwise stated) apply to a Temporary Employee, except for the following Articles: Probation, Reporting Pay, Posting and Filling Vacancies, Seniority, Layoff and Recall, Sick Leave, Leaves of Absence, Bereavement Leave, Maternity/Parental Leave, Education Assistance Leave, Emergency Leave, Employee Benefits and RSP, Grievance and Arbitration.
- 3.18 "Trial Term" means the initial period of employment of an Employee upon promotion or transfer to a new position in order to determine the suitability of the Employee in the position pursuant to Article 12.6.
- 3.19 "Union" means the Canadian Union of Public Employees, Local 417.
- 3.20 "Union Representative/Steward" means an Employee who is elected or appointed by the Employees covered by this Agreement to act on their behalf.
- 3.21 A "week" shall be defined as Sunday to Saturday.
- 3.22 Unless otherwise required by the context, all words in the singular include the plural and all words in the plural include the singular; words of masculine gender shall include the feminine.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Union recognizes the right of the Employer to hire, promote and demote, transfer, classify, suspend, or otherwise discipline and dismiss any Employee, direct the workforce, create new positions, and determine the number of Employees, subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent provided in this Agreement.
- 4.2 The Union further recognizes the right of the Employer to operate and manage its business and to establish and alter, from time to time, rules, regulations, and practices to be observed by the Employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 4.3 The Employer reserves all rights not specifically limited by the terms of this Agreement.

#### **ARTICLE 5 – NO DISCRIMINATION**

- 5.1 The Employer and the Union agree that they shall comply with all applicable legislation and Employer policies, whichever is the more stringent.
- 5.2 There shall be no discrimination, restrictions, or coercion exercised or practiced in respect of any Employee, by either party by reason as outlined in the *Alberta*

*Human Rights Act* and defined in the prohibited grounds legislation, except to the extent permitted by law as a bona fide occupational requirement.

- 5.3 The Employer and the Union agree that there shall be no discrimination by reason of Union membership status or activity in the Union.

## **ARTICLE 6 – UNION STEWARDS**

### **6.1 Union Orientation**

The Employer shall:

- (a) Acquaint new Employees with the fact that a Union Agreement is in effect;
  - (b) The Employer will notify both the Union and Unit Chair via email of the date and place of the commencement of work of each new Employee; and
  - (c) Give the Union Unit Chair or Union appointed representative the opportunity to meet for fifteen (15) minutes, during work hours with new Employees for the purpose of acquainting them with the benefits and duties of Union membership, and their responsibilities and obligations to the Employer and the Union. Such meeting will occur no more than once per month and at a mutually agreed upon time.
- 6.2 The Employer recognizes Union Stewards as official representatives of the Union. The names of Union Stewards will be supplied in writing to the Employer as soon as possible after election or appointment.
- 6.3 Stewards will not leave their work to investigate or to process a grievance without the prior approval of the Executive Director or delegate. Such approval should not be unreasonably denied.
- 6.4 Subject to Article 6.3, representatives of the Union shall not suffer any loss of pay or benefits for the time involved in meetings with the Employer on investigations and grievances when Union representation is requested by the Employer.

## **ARTICLE 7 – UNION RECOGNITION**

- 7.1 All Employees of the Employer, with the exception of those set out in Article 2.1 shall, as a condition of continuing employment and subject to any exceptions allowed for in the *Alberta Labour Relations Code*, become and remain members in good standing of the Union, according to the constitution of the bylaws. As a condition of employment, subject to any exceptions allowed for by the *Alberta Labour Relations Code*, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 7.2 Employees covered by this Agreement shall be required to pay Union dues. The Employer shall deduct each month the amount of the Union dues, as set by the Union from time-to-time, from the pay of Employees covered by this Agreement. Initiation fees or assessments shall be deducted when the Employer receives an individually signed Employee authorization for such deductions.

- 7.3 Deductions shall be made from each payroll and shall be forwarded to CUPE Local 417 not later than the fifteenth (15th) day of the following month accompanied by a list of the names and classifications of Employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Canadian Union of Public Employees Local 417.
- 7.4 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this agreement. Such notice shall be provided at least thirty (30) days prior to the effective date of the change.
- 7.5 Income tax (T4) slips provided to Employees shall indicate the amount of Union dues paid by each Employee in the previous year.
- 7.6 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 7.7 Upon commencing employment, the Employee's manager will inform the new Employee of their Union steward or representative, who shall provide the new Employee with a copy of the Collective Agreement.
- 7.8 The Employer will make the Collective Agreement available on a shared drive to which the Employees have access.
- 7.9 All correspondence between the Employer and Union, except as otherwise set out in this agreement, arising out of this agreement or incidental thereto, shall pass to and from the Employer's Executive Director.
- 7.10 There shall be no discrimination and/or coercion against any Employee by reason of engaging in lawful activities in support of or as a member of the Union.
- 7.11 No Union activities shall take place on the Employer's worksites during working hours without prior permission being granted in each case by the authorized Employer representative.
- 7.12 The Employer shall negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the Employer and the Union, aiming towards a peaceful and amicable settlement of any differences that may arise between them. In order that this may be carried out, the Union will supply the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 7.13 The Bargaining Unit Employees will have the right to have the assistance of the Executive or National Representatives of the Canadian Union of Public Employees when interacting with the Employer as contemplated in Article 6.4. Representatives of the Union must obtain the prior permission of the Executive Director before attending upon the Employer's premises. Permission shall not be unreasonably withheld.

- 7.14 The Executive or National Representatives of the Canadian Union of Public Employees may contact the Employer Executive Director to address issues associated with the Collective Agreement.

## **ARTICLE 8 – PROBATIONARY PERIOD**

- 8.1 All new Full-Time Employees covered by this Agreement shall serve a probationary period of seven hundred and twenty (720) hours worked from date of hire.

All new part-time Employees covered by this Agreement shall serve a probationary period of seven hundred and twenty (720) hours worked from date of hire.

All casual Employees covered by this Agreement shall serve a probationary period of seven hundred and twenty (720) hours worked from date of hire.

- 8.2 The probationary period may be extended by the Employer for a maximum of an additional three hundred and twenty (320) hours of work.

- 8.3 If, in the opinion of the Employer, a new Employee on probation is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure.

- 8.4 In the event an Employee changes classification during the probationary period, they will be required to complete a new probationary period commencing on the date of transfer to the new classification.

- 8.5 Orientation and Appraisal

Probationary Employees will be provided with training and orientation for the duties of their job classification.

Probationary Employees will be provided with feedback of their performance prior to the conclusion of working three hundred and sixty (360) hours and will be informed of their progress or any deficiencies in performance.

## **ARTICLE 9 – HOURS OF WORK**

- 9.1 (a) It is understood and agreed that hours of work must provide for continuous operations and Employees may be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.

- (b) Definition of Shift Cycle

A shift cycle shall be defined as (4) four consecutive weeks.

- 9.2 Full-time Employees

Regular hours of work for all Full-time Employees shall be eight (8), ten (10), or twelve (12) hours per day and forty (40) hours per week averaged over a shift cycle.

- 9.3 Employees who work eight (8) hours or ten (10) hours per day shall be entitled to:



- (i) one (1) unpaid meal period of thirty (30) minutes; and
  - (ii) two (2) paid rest periods of fifteen (15) minutes each.
- 9.4 Employees who work twelve (12) hours per day shall be entitled to:
  - (i) one (1) unpaid thirty (30) minute break period; and
  - (ii) two (2) paid rest periods of twenty (20) minutes each.
- 9.5 If an Employee is required by the Employer to remain on the work premises during a scheduled unpaid break, they will be paid for that break.
- 9.6
  - (i) Schedules shall be posted a minimum of five (5) working days in advance, except when emergency or special circumstances may prevent such postings;
  - (ii) Changes to the shift schedule shall be given to the affected Employee in writing a minimum of twenty four (24) hours in advance, except when emergency or special circumstances may prevent such notice.
- 9.7 Scheduling
  - (a) General

Scheduling shall provide for:

    - (i) days off shall be consecutive, with a minimum of two (2) days;
    - (ii) not more than six (6) consecutive days of work;
    - (iii) an equal distribution of weekends off in the cycle of shifts for Regular staff;
    - (iv) not less than ten (10) hours rest between shifts;
    - (v) split shifts cannot be scheduled;

For the purposes of this Article a weekend shall be defined as the night shift Friday to the hours of the morning shift Monday.

## **ARTICLE 10 – OVERTIME**

- 10.1 Overtime must be authorized by the Employer before it is worked.
- 10.2 All overtime shall be recognized at one and one-half (1½) times the Employee's basic hourly rate. Overtime hours will be recorded and paid out in a manner consistent with the *Employment Standards Code*.
- 10.3 Call Back

A Full-Time Employee who is called back to work after their scheduled work has been completed for the day or is called back to work on a scheduled day off or General Holidays, shall be paid at the Overtime rate for all hours worked or for a minimum of three (3) hours, whichever is greater.
- 10.4 A Part-Time Employee who is called back to work after completing a shift of eight (8), ten (10) or twelve (12) hours of work in a day or forty-four (44) hours in a week

shall be paid at the Overtime rate for all hours worked or for a minimum of three (3) hours, whichever is greater.

- 10.5 A Part-Time Employee who is called back to work on a scheduled day off and who has not worked forty-four (44) hours that week shall be paid at the basic rate of pay for all hours worked up to eight (8) hours or for a minimum of three (3) hours at the basic rate of pay whichever is greater.

## **ARTICLE 11 – REMUNERATION**

### **11.1 Salaries and Payment of Wages**

- (a) The Employer shall pay salaries and wages earned according to wage schedules attached to and forming part of this Agreement, bi-weekly. On each payday, each Employee shall be provided with an itemized statement of:

Basic hourly rate of pay

Wages earned

Overtime eared

Other supplementary pay

Statutory deductions

Health Benefit Premiums

- 11.2 (a) When an Employee is assigned temporarily by Management to a position paying a lower rate, their rate shall not be reduced. Long-term transfers by the Employer will be red-circled at the higher rate of pay. When an Employee applies internally on a position with a different rate of pay and is successful in achieving the position, the Employee will receive the rate of pay attached to that position.
- (b) Hours worked in the temporary position shall be credited for wage grid progression in the Employee's regular position.

### **11.3 Temporary Assignment**

An Employee temporarily assigned by the Employer for a period of five (5) days or more, to a higher paying position/classification, shall be paid in addition to their basic hourly rate, the difference between their current rate of pay and the step in the pay grid of the temporarily assigned position closest to their current position which provides for a temporary increase in pay.

## **ARTICLE 12 – POSTING AND FILLING VACANCIES**

- 12.1 Any vacancy in a permanent position or a newly created permanent position which the Employer determines must be filled, shall be posted, and remain posted for a period of seven (7) calendar days in all departments having jobs coming within the bargaining unit of the Union.

- 12.2 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift, and wage rate.
- 12.3 Where conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.
- 12.4 A copy of all postings shall be sent to the Union as soon as a vacant position is posted.
- 12.5 Appointment to the position will be made on the basis of education, training, experience, and ability. Where such factors are relatively equal, seniority will be the deciding factor. Upon the completion of the selection process, the Union shall be notified of the proposed appointee and the names of all Employees who were unsuccessful applicants. The successful applicant to any position will start at Step 1 of the wage grid set out in Appendix "A" or the closest wage rate to their prior rate without suffering any loss of pay. The Employer shall also notify each Employee who was an unsuccessful applicant of the name of the successful applicant.
- 12.6 Any Employee awarded a posted position shall be in a Trial Period for ninety (90) working days, and upon its completion shall be declared permanent in the position. If the Employee proves unsatisfactory during the Trial Period, or is not satisfied with the position, the Employee will revert to the Employee's former position and wage without loss of seniority. Any other Employees affected by this reversion shall also revert to their former position and wage without loss of seniority.
- 12.7 An Employee who is the successful applicant to a job posting will be entitled to apply for a subsequent job posting within a period of one (1) year from the date of the Employee's first day in the new position with the authorization of the Employer. There will be no limitation to apply for a job posting once the Employee has been in a position for more than one year.

## **ARTICLE 13 – SENIORITY**

- 13.1 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. Seniority shall operate on a bargaining unit wide basis. An Employee's seniority date is maintained with no further accrual while on a leave of absence of more than thirty (30) days.
- 13.2
  - (a) The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on a designated bulletin board in January of each year;
  - (b) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment;

- (c) Seniority shall not apply during the Probationary Period, however, once the Probationary Period has been completed, seniority shall be credited from the seniority date established pursuant to Article 13.1.
- 13.3 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
  - (a) when the employment relationship is terminated by either the Employer or the Employee;
  - (b) upon the expiry of twelve (12) months following the date of lay-off, if during such time the Employee has not be recalled to work;
  - (c) if an Employee does not return to work on recall, as provided in Article 14;
  - (d) upon change in status from full-time, or part-time to casual employment; or
  - (e) if the Employee is absent from work without the Employer's consent or authorization for more than three (3) consecutive scheduled shifts.
- 13.4 Where an Employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit-seniority will be forfeited.

#### **ARTICLE 14 – LAYOFF AND RECALL**

- 14.1 Definition of Lay-off: A lay-off shall be defined as a reduction in the workforce.
- 14.2 Notice of Lay-off: Permanent Employees shall receive fifteen (15) days' working notice or pay in lieu thereof of the Employer's intention to lay-off. A copy of such notice shall be provided to the Union.
- 14.3 Layoffs

In determining the order of layoff, the Employer shall lay off in reverse order of seniority by classification. In all instances, layoff is subject to the remaining Employee having the qualifications, skill and ability to perform the work.
- 14.4 Upon receipt of a layoff notice an Employee may:
  - (a) move into a vacant position for which they have the qualifications, education, training, experience, and ability to perform the work; or
  - (b) displace the least senior Employee in their classification from a position for which they have the qualifications, education, training, experience, and ability to perform the work; or
  - (c) accept the layoff.
- 14.5 Recall
  - (a) Where Employees have been laid off in accordance with Articles 14.2 and 14.3, they shall be recalled in the reverse order they were laid off to the first available job within their position.
  - (b) Employees on lay-off must keep the Employer informed of their current address, email address and telephone number. Laid-off Employees who fail

to keep the Employer so informed and who fail to return to work within ten (10) calendar days of the Employer's attempt to contact the Employee by telephone, by email address or to the address provided by the Employee shall forfeit all recall and seniority rights under this Agreement.

- (c) Where an Employee does not return to work as required, within seven (7) days of being recalled, in accordance with Article 14.5(b), the employment relationship shall be terminated.
- 14.6 No Employees shall be hired by the Employer until eligible Employees on lay-off have been given the opportunity to return to work in accordance with Article 14.5.
- 14.7 (a) The right to recall in accordance with Article 14.5 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.
- (b) When employment is terminated in accordance with Article 14.7(a), or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:
- (i) one (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
  - (ii) two (2) weeks if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
  - (iii) four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
  - (iv) five (5) weeks if the Employee has been employed by the Employer for more than (6) years or more but less than eight (8) years;
  - (v) six (6) weeks if the Employee has been employed by the Employer for more than eight (8) years or more but less than ten (10) years; or
  - (vi) eight (8) weeks if the Employee has been employed by the Employer for ten (10) years or more.
- (c) If at any time during the term of this Collective Agreement, the notice periods are less than the minimum requirements of the *Employment Standards Code*, the minimum requirements of the *Employment Standards Code*, as amended from time to time, will apply.

## **ARTICLE 15 – GENERAL HOLIDAYS**

- 15.1 The following days shall be recognized as General Holidays for the purpose of this Agreement:

New Year's Day	Canada Day	Day for Truth and Reconciliation
Family Day	August Civic Holiday	Thanksgiving Day
Good Friday	Labour Day	Remembrance Day

Victoria Day

Easter Monday

Christmas Day

Boxing Day

And any other day proclaimed as a holiday by the Employer for their Employees.

**15.2 To qualify for General Holiday pay, the Employee must:**

- (a) have worked for the Employer no less than thirty (30) days in the twelve (12) month period preceding any statutory holiday;
- (b) have worked their scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent due to illness or an approved leave of absence of not greater than five (5) working days;
- (c) work on the holiday when the Employee is scheduled to do so.

**15.3 Full-Time Employees will be paid for General Holidays as follows:**

- (a) An Employee who is scheduled to work and works on a General Holiday shall receive one day's leave with pay based on their regularly scheduled hours of work in lieu of the designated day and be paid one and one-half (1½) times their regular hourly salary for all hours worked on a General Holiday,
- (b) An Employee who agrees to work a non-scheduled shift on a General Holiday shall be paid one and one-half (1½) times their basic rate of pay.
- (c) An Employee who is on annual vacation on a General Holiday shall be paid for the day and no vacation hours shall be deducted from their vacation bank.
- (d) Where the General Holiday falls on an Employee's regularly scheduled day of work, and the Employee does not work, the Employee shall be paid for that day based on their regular scheduled hours of work. Their pay shall be based on their basic rate of pay for full-time hours.

**15.4 Part-Time Employees will be paid for General Holidays as follows:**

- (a) An Employee who works on a General Holiday shall be paid one and one-half (1½) times their regular rate of pay for all hours worked and General Holiday pay based on the Employee's basic rate of pay for the hours regularly scheduled if in at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs, the Employee worked on the same day of the week as the day on which the General Holiday falls, or as otherwise directed by the *Employment Standards Code*.
- (b) When the General Holiday falls on the Employee's regularly scheduled day of work and the Employee does not work on a General Holiday, General Holiday will be paid to the Employee based on the Employee's basic rate of pay for the hours regularly scheduled if in at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs, the Employee worked on the same day of the week as the day on which the

General Holiday falls, or as otherwise directed by the *Employment Standards Code*.

- (c) An Employee who is on annual vacation on a scheduled day of work and does not work on a General Holiday shall be paid General Holiday pay based on the Employee's basic rate of pay for the hours regularly scheduled if in at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs, the Employee worked on the same day of the week as the day on which the General Holiday falls, and no vacation hours shall be deducted from their vacation bank.

15.5 Casual and Temporary Employees shall be paid one and one-half (1½) times their basic rate of pay for all hours worked on a General Holiday.

15.6 Notwithstanding Article 15.2 above, while:

- (a) on lay-off; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) on an unpaid leave of absence during which they are in receipt of indemnity as provided for by the Long Term Disability Income Insurance Plan; or
- (d) on other leaves of absence in excess of thirty (30) days for any reason;

an Employee absent from work in accordance with Articles 15.6(a)-(d) shall not be entitled to:

- (a) a day off with pay, or
  - (b) payment in lieu thereof,
- for the aforementioned General Holidays.

## **ARTICLE 16 – VACATION LEAVE**

16.1 Annual Vacation entitlements of pay for Permanent Full-Time Employees shall be as follows:

- (a) After successfully completing the probation period, accrual of fifteen (15) days of vacation or nine (9) shifts per year if working twelve (12) hour days;
- (b) After completing five (5) full years of service, accrual of twenty (20) days of vacation or twelve and one-half (12 ½) shifts if working twelve (12) hour shifts;
- (c) After completing ten (10) years of service, accrual of twenty-five (25) work days of vacation or sixteen (16) shifts if working twelve (12) hour shifts;
- (d) After completing fifteen (15) years of service, accrual of twenty-eight (28) work days of vacation or eighteen (18) shifts if working twelve (12) hour shifts;
- (e) After completing twenty (20) years of service, accrual of thirty (30) work days of vacation or nineteen (19) shifts if working twelve (12) hour shifts.

- 16.2 An Employee shall not take vacation leave without prior authorization from the Employer.
- 16.3 Approved vacations may be changed by mutual consent of the Employer and Employee.
- 16.4 Permanent Part-Time Employees shall be entitled to vacation time with pay on a pro-rated basis of vacation time earned by Permanent Full-Time Employees in accordance with Article 16.1.
- 16.5 Vacation pay will be paid to Casual and Temporary Employees in accordance with the Vacation provisions of the *Employment Standards Code*.
- 16.6 Vacation pay will be accumulated for each Employee and paid out upon written vacation request or upon completion of employment. Casual and Temporary Employees' vacation entitlement shall be paid out each pay period.
- 16.7 Vacation with pay shall not accrue during periods while an Employee is:
- (a) on lay-off; or
  - (b) in receipt of compensation from the Workers' Compensation Board; or
  - (c) on unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
  - (d) on other leaves of absence in excess of thirty (30) days for any reason.
- 16.8 Vacation entitlement shall be taken in the year following the fiscal year in which it was earned.
- 16.9 Employees shall submit their written request for annual vacation, indicating their first and second choice, by March 1 of each year. Where it is not operationally feasible to grant the request of more than one (1) Employee for the same period, seniority shall be the deciding factor. The Employer shall post the vacation schedule by March 15 of each year. Once the vacation schedule is posted, it will not be changed without the consent of the affected Employees, except in case of emergency. Where an Employee fails to submit a written request for vacation by March 1, and subsequently makes a vacation request, such requests may be granted, if possible once the vacation schedule has been posted. In the case of a late request where no mutually acceptable time can be arrived upon between the Employee and the Employer, or where no vacation request is made, the Employer reserves the right, subject to Article 16.10, to schedule vacation for the Employee upon the provision of two (2) weeks' written notice.

16.10 Time of Vacation

There shall be carryover of vacation up to forty (40) hours for Full-time Employees and thirty (30) hours for Part-time Employees. These hours may be carried over without discussion or prior approval. Any hours above the aforementioned are to be submitted in writing to the designated Coordinator prior to October 31st of each year.



- 16.11 If a recognized General Holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay immediately following their vacation period or an additional paid vacation day on some other day if mutually agreed to between the Employee and the Executive Director.
- 16.12 Vacation pay for Casual and Temporary Employees shall be calculated and paid in accordance with the *Employment Standards Code* based upon the Employee's regular rate of pay.
- 16.13 An Employee shall be entitled to receive their vacation in an unbroken period except where their vacation entitlement is in excess of three (3) weeks. In such a case, the Employee's vacation entitlement may be taken in an unbroken period in excess of three (3) weeks only with the approval of the Executive Director.
- 16.14 An Employee who has been on a leave of absence without pay for thirty (30) or more consecutive calendar days, shall for the year in which the absence occurs, accrue annual vacation with pay proportionate to the number of months that the Employee worked with pay in the service of the Employer.

## **ARTICLE 17 – SICK LEAVE**

- 17.1 Following successful completion of the probationary period, the accrual and use of sick leave credits will be administered in accordance with the following:
- (a) Permanent Full-time and Permanent Part-time Employees shall accrue sick leave at the rate of four point six percent (4.6%) on all hours worked, to a maximum accrual of ninety-six (96) hours.
  - (b) An Employee shall not be entitled to use sick leave credits prior to completion of their Probationary Period;
  - (c) Sick leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:
    - (i) illness;
    - (ii) injury;
    - (iii) lay-off;
    - (iv) leave of absence; or
    - (v) periods while in receipt of compensation from the Workers' Compensation Board.
  - (d) When an Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accrual is reduced below the maximum. At that time, the Employee shall commence accruing sick leave credits up to the maximum once more.
  - (e) If an Employee requires time off work for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall

be charged against the Employee's accrued sick leave credits. Employees may be required to submit satisfactory proof of such appointments.

- (f) For the purpose of computing sick leave credit accruals, days on which the Employee is on vacation shall be counted as working days.
- 17.2 Sick leave should be paid at their basic hourly rate for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from accumulated Sick leave credits up to the total amount of accumulated credits at the time the leave commenced.
- 17.3 Employees are required to apply for Long-Term Disability and EI sickness benefits when they become eligible for such benefits and as determined by the benefit carrier's policy
- 17.4 Except as hereinafter provided, sick leave will not be paid for in respect of any illness or injury which is incurred during the period of a scheduled vacation once vacation leave has commenced. In the event that illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period, and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 17.1.
- 17.5 Where a disability or illness, resulting in the absence from work, is for a duration of three (3) days or longer, a Doctor's certificate or other proof satisfactory to the Employer may be requested by the Employer.
- 17.6 While on a sick leave in excess of thirty (30) calendar days in duration, an Employee shall have the opportunity to remain on the Employee Benefit package with the understanding that they are responsible for the pre-payment of the Employee and the Employer portions of the benefit premiums for the approved leave of absence.
- 17.7 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay for the duration of the illness. The Employee is required to provide the Employer with documentation from their physician, describing the Employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis. Where the Employee has previously provided documentation stating that they will be unable to return to work for a period in excess of one (1) month, the Employee shall only be required to provide documentation upon the expiration of any such period. The Employee shall also provide the Employer with no less than fourteen (14) days' written notice of their readiness to return to work and;
  - (a) If the Employee is capable of performing the duties of their former position, the Employee shall be reinstated by the Employer to the position which the Employee held immediately prior to their disability at no less than the same basic rate of pay, benefits and entitlements that accrued prior to the Employee's disability.
  - (b) If the Employee substantiates they are incapable of performing the duties of their former position, but are capable of performing the duties of another

position, a reasonable effort shall be made by the Employer to place the Employee in an available position that they are capable of performing. In such case, the Union agrees to waive the posting and/or scheduling provisions of this Collective Agreement.

- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
    - (i) is not capable of resuming work pursuant to Article 17.6(a), or
    - (ii) for whom, after reasonable effort having been made pursuant to 17.6(b), alternate employment is not available,the employment relationship shall be terminated.
  - (d) Notwithstanding Article 17.6(c), termination of an Employee's employment on the basis of frustration may occur at any time;
  - (e) Any and all obligations of the Employer may, at the discretion of the Employer, be negated should more than one (1) month pass since the Employee was obligated to provide documentation from their physician describing their ability to return to work in accordance with Article 17.5 and the Employee failed to do so.
- 17.8 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.

## **ARTICLE 18 – LEAVES OF ABSENCE**

- 18.1 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may be granted:
- (a) where the request for a leave is submitted to the Employer in writing and includes information regarding the purpose of the leave, the duration of the leave, and the expected date of return to work;
  - (b) subject to operational requirements;
  - (c) on a without pay or benefits basis;
  - (d) notwithstanding Article 18.1(c), Employees may choose to continue their benefits by pre-paying one hundred percent (100%) of the premium cost to the Employer at the commencement of the leave.
- 18.2 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return specified in accordance with Article 18.1(a) if the date of return is earlier than that specified in Article 18.1(a). Failure to return from a leave of absence on the date specified either in accordance with Article 18.1(a) or Article 18.2, unless permission in writing to extend the leave is granted by the Executive Director, will automatically terminate employment.
- 18.3 During the course of the leave of absence, all entitlements accumulated at the time of departing on leave will be suspended and remain intact. The Employee will not,

however, accrue any further entitlements (i.e., vacation or sick leave) during the period of leave.

- 18.4 An Employee engaged in other employment for gain without the express written consent of the Executive Director while on leave of absence shall be deemed to have automatically terminated their service with the Employer.

18.5 Union Leave

An Employee who wishes to have a leave of absence for Union Business shall request the leave in writing as far in advance as possible. The Employer shall grant the unpaid leave for such requests if operations permit, and such leave shall not be unreasonably denied. Unpaid leave shall be arranged on the basis of the Employer maintaining the Employee's pay and benefits, and the Union shall reimburse the Employer for all pay and benefits paid by the Employer for the period of absence.

## **ARTICLE 19 – COMPASSIONATE CARE LEAVE**

- 19.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- 19.2 During the course of an unpaid leave of absence in excess of thirty (30) calendar days, the Employee shall cease to accrue seniority, further sick leave entitlement, or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 19.3 Employees on Compassionate Care Leave can continue their RSP contributions and benefits during the period of their leave by pre-paying the RSP contributions and benefits premiums for the length of time they will be on leave. If the Employee chooses to pay for their portion of the RSP contributions and benefits, the Employer will continue to pay the Employer portion of the RSP contribution and benefits premiums for the first thirty (30) days of leave following which the Employee will be responsible for said payment.

## **ARTICLE 20 – DEATH OR DISAPPEARANCE OF CHILD LEAVE**

- 20.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- 20.2 During the course of an unpaid leave of absence in excess of thirty (30) calendar days, the Employee shall cease to accrue seniority, further sick leave entitlement, or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 20.3 Employees on Death or Disappearance of Child Leave can continue their RSP contribution and benefits during the period of their leave by pre-paying the RSP contributions and benefits premiums for the length of time they will be on leave. If the Employee chooses to pay for their portion of the RSP contributions and

benefits, the Employer will continue to pay the Employer portion of the RSP contributions and benefits premiums for the first thirty (30) days of leave following which the Employee will be responsible for said payment.

#### **ARTICLE 21 – CRITICAL ILLNESS LEAVE**

- 21.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- 21.2 During the course of an unpaid leave of absence in excess of thirty (30) calendar days, the Employee shall cease to accrue seniority, further sick leave entitlement, or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 21.3 Employees on Critical Illness of Child or Adult Leave can continue their RSP contributions and benefits during the period of their leave by pre-paying the RSP contributions and benefits premiums for the length of time they will be on leave. If the Employee chooses to pay for their portion of the RSP contributions and benefits, the Employer will continue to pay the Employer portion of the RSP contributions and benefits premiums for the first thirty (30) days of leave following which the Employee will be responsible for said payment.

#### **ARTICLE 22 - LONG-TERM ILLNESS OR INJURY LEAVE**

- 22.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- 22.2 During the course of an unpaid leave of absence in excess of thirty (30) calendar month, the Employee shall cease to accrue seniority, further sick leave entitlement, or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 22.3 Employees on Long-Term Illness or Injury Leave can continue their RSP contribution and benefits during the period of their leave by pre-paying the RSP contributions and benefits premiums for the length of time they will be on leave. If the Employee chooses to pay for their portion of the RSP contributions and benefits, the Employer will continue to pay the Employer portion of the RSP contributions and benefits premiums for the first thirty (30) days of leave following which the Employee will be responsible for said payment.

#### **ARTICLE 23 – DOMESTIC VIOLENCE LEAVE**

- 23.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

#### **ARTICLE 24 – LEAVE FOR CITIZENSHIP CEREMONY**

- 24.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

## **ARTICLE 25 – BEREAVEMENT LEAVE**

### **25.1 Bereavement Leave**

Bereavement leave will be granted to Permanent Full-Time Employees who have completed their Probationary Period. For the purpose of this Article, "Immediate Family" shall mean:

spouse	children	step-children
parents	step-parents	foster child
siblings	grandparents	grandchildren
step-grandparents		step-grandchildren
parent-in-law		sibling-in-law
child-in-law		

a relative permanently residing in the Employee's household or with whom the Employee permanently resides.

The above relationships are deemed to include the current common-law relationships, including same sex partners, of the Employee.

- 25.2 (a) (i) An Employee shall be granted bereavement leave with pay for three (3) consecutive working days provided, except in special circumstances, such leave commences within seven (7) consecutive days immediately following the death of any immediate family member.
- (ii) Where a funeral or burial doesn't occur immediately following death, paid leave may be postponed for the purpose of attending the funeral.
- (b) (i) In the event of the death of other relatives, Employees may request a bereavement leave, and a leave of one (1) working day with pay will be granted to attend the funeral. If attendance at the funeral service requires travel exceeding 500 kilometers, unpaid leave of up to two (2) additional days will be granted.
- (ii) "Other relatives" means aunt, uncle, niece, nephew, and cousin of the Employee or a relative of the Employee who is dependent on the Employee for care and assistance.
- 25.3 Notwithstanding Article 25.2, an Employee may request to use available vacation entitlement in addition to the leave specified in this Article.
- 25.4. When additional time is required, vacation time shall be considered as the first choice. Only after vacation time is exhausted will consideration be given to additional time off with pay.

- 25.5 Special leave with pay of one (1) day's pay may be granted to an Employee who has been requested to participate in a funeral service.

## **ARTICLE 26 – MATERNITY/PARENTAL LEAVE**

- 26.1 Maternity/Parental Leave benefits shall be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time. Except that Employees shall be eligible for Maternity/Parental Leave upon completion of probation.
- 26.2 While an Employee is on Maternity/Parental Leave, no sick leave time will accrue, nor will the Employee be eligible for General Holiday pay or credit.
- 26.3 An Employee on Maternity/Parental Leave must give the Executive Director at least four (4) weeks' written notice of the date on which they wish to resume employment or resign.
- 26.4 During the course of an unpaid leave of absence in excess of thirty (30) calendar days, the Employee shall cease to accrue seniority, further sick leave entitlement, or vacation credits. All entitlements accumulated at the time the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 26.5 Employees on Maternity/Parental Leave may choose to continue their benefits by pre-paying one hundred percent (100%) of the premium cost to the Employer. The Employee must notify the Employer of their election at the time of commencement of Leave. The failure to do so will result in benefit coverage being discontinued. After election has been declared, the Employer agrees to pay their portion of the benefits as per Article 32 for the first month of such Leave and one month prior to the Employee's return to work. Pre-payment must be provided by way of post-dated cheques for the full length of the Maternity/Parental Leave.

## **ARTICLE 27 – EDUCATION ASSISTANCE AND LEAVE**

### **27.1 Training/Staff Development**

All Employees will receive sufficient job-related technical and program training to maintain the competency of their skills and keep up to date on new ones. The Employer will provide course choices; where possible, dates and times will be made available at least one week in advance to Employees. No Employees shall be required to be recalled or break up their vacation entitlement to accommodate training programs. Employees may request in writing other work-related courses or workshops. The Employer may approve such requests. Upon successful completion of these pre-approved courses, the Employee will be reimbursed costs. The Employer will cover the costs of all mandatory training for Full-Time, Part-Time, and Casual Employees.

- (a) A current Employee shall be reimbursed for the cost of, or provided with recertification at no cost, for required CPR, First Aid and Applied Suicide

Intervention and Prevention Training qualifications upon completion of their probationary period and is a condition of continued employment.

- 27.2 (a) Employees may be granted an education leave without pay or benefits at the discretion of Management for a period not to exceed twelve (12) months in total after the Employee has had a minimum of two (2) years of service. (Benefits will cease where the unpaid leave of absence exceeds thirty (30) calendar days.) The Employee shall be reinstated to an equivalent position upon their return from education leave. Employees who have been approved for such leave prior to the signing of this Agreement shall be grandfathered in. Only those applications that can demonstrate the relevance of their chosen education to the Employer's business will be considered. Education leave shall not be unreasonably denied.
- 27.3 (a) (i) During the course of an unpaid leave of absence in excess of thirty (30) calendar days, the Employee shall cease to accrue seniority, further sick leave entitlement, or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- (ii) During the course of an unpaid leave of absence in excess of thirty (30) calendar days, the Employee may choose to continue their benefits by prepaying one hundred percent (100%) of the premium cost to the Employer. The Employee must notify the Employer of their election at the time of commencement of leave. The failure to do so will result in benefit coverage being discontinued.

#### 27.4 Staff Meetings and Training

The Employer recognizes that it has a responsibility to encourage development of staff capability. To this end, the Employer agrees to:

- (a) hold regular staff meetings which when identified by the Employer as mandatory, shall be paid time for the Employees who are mandated to attend.

### **ARTICLE 28 – MILITARY/RESERVIST LEAVE**

- 28.1 Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- 28.2 Employees who are granted Military/Reservist Leave pursuant to Article 28.1 are not eligible to continue participation in any Employee benefits program and the Employer will not continue to make contributions, if any, to those programs during any period of deployment.
- 28.3 Employees who are granted Military/Reservist Leave pursuant to Article 28.2 may continue to participate in Employee benefits programs subject to the following conditions:



- (a) Subject to the Employer's insurance carrier's policies and Article 28.3(b), where possible Employees benefits are continued for the duration of any Military/Reservist Leave;
  - (b) Employees must make appropriate arrangements, in advance, to maintain insured health and medical benefits by prepaying the necessary Employee premiums, if any, prior to the commencement of a leave;
  - (c) If the Employee on Military/Reservist Leave is covered by health and medical benefits provided by the Canadian Forces, the Employer's health and medical benefits carrier becomes the second payer and the Canadian Forces' insurance carrier shall be the primary payer;
  - (d) Employee eligibility for continued death, dismemberment, and disability insurance while on Military/Reservist Leave will be determined by the Employer's insurance carrier at the time, and the Employer will not be responsible for procuring additional coverage;
- 28.4 An Employee's Military/Reservist Leave shall be included in any calculation of an Employee's length of employment or seniority.
- 28.5 During the course of an Employee's Military/Reservist Leave, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

## **ARTICLE 29 – COURT AND JURY LEAVE**

- 29.1 When an Employee is subpoenaed as a juror, the Employee shall be allowed leave with pay for a maximum of two (2) weeks and any jury fee paid to him shall be paid to the Employer.
- 29.2 When an Employee is subpoenaed as witness or in a matter related to the execution of their duties, the Employee shall be allowed leave with pay based on their regularly scheduled hours of work and any witness fee paid to the Employee shall be paid to the Employer.
- 29.3 When an Employee is subpoenaed as a witness in circumstances other than those in Article 30.2, the Employee shall be allowed leave without pay and any witness fee paid to the Employee shall be retained by the Employee.

## **ARTICLE 30 – EMERGENCY LEAVE**

- 30.1 An Employee is entitled to emergency leave, without pay, to a maximum of five (5) days of emergency leave each year because of the following reasons:
- (a) to meet the responsibilities related to the care, health, or education of a child in the Employee's care;
  - (b) the illness, injury, medical emergency, or an urgent matter that concerns any of the following individuals:
    - (i) the Employee's spouse or same-sex partner;

- (ii) a parent, step-parent or foster parent of the Employee, of the Employee's spouse, or of the Employee's same-sex partner;
- (iii) a child, step-child or foster child of the Employee, of the Employee's spouse, or of the Employee's same-sex partner;
- (iv) a grandparent, step-grandparent, grandchild, or step-grandchild of the Employee, of the Employee's spouse, or of the Employee's same-sex partner;
- (v) the spouse or same-sex partner of a child of the Employee;
- (vi) the Employee's brother or sister;
- (vii) a relative of the Employee who is dependent on the Employee for care or assistance.

30.2 The number of days of a leave of absence, whether paid leave or unpaid leave, which are granted under this or any other Article because of the reasons outlined in Article 30.1 are included in the calculation used to determine whether an Employee has reached the maximum of five (5) days of emergency leave each year.

## **ARTICLE 31 – EMPLOYEE BENEFITS AND RSP**

- 31.1 All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan as amended from time to time. The basic outline of the Benefit plan is included for information purposes only; it does not constitute part of this Agreement.
- 31.2 The Employer and participating Permanent Employees will equally share the premium cost for health, dental, and Employee and family assistance program benefits. The Permanent Employees will pay one hundred percent (100%) of the premium cost for long term disability, life insurance and accidental death and dismemberment coverage.
- 31.3 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.
- 31.4 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.
- 31.5 A Health Spending Account in the amount of thirty five dollars (\$35.00) per month will be provided to eligible Permanent Employees.
- 31.6 Permanent Employees will have the option to participate in a Group Registered Retirement Savings Plan for which the Employer contributes three percent (3%) of earnings and to which the participating Permanent Employees may contribute an additional amount of up to three percent (3%) of earnings.

## **ARTICLE 32 – WORKERS COMPENSATION**

- 32.1 The Employer shall maintain Workers' Compensation Board ("WCB") coverage for all Employees covered by this Agreement.
- 32.2 If an Employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident, the Employee shall receive their basic rate of pay for the remainder of their shift.
- 32.3 An Employee who is incapacitated and unable to work as a result of a work related injury or illness within the meaning of the *Workers' Compensation Act*, and as confirmed by WCB, shall receive compensation from the WCB for time lost due to the accident. The Employer will not be required to top up the difference between the Employee's regular salary and the WCB rate.
- 32.4 An Employee receiving compensation benefits pursuant to Article 32.3 shall be deemed to be on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer;
  - (b) cease to earn sick leave and vacation credits;
  - (c) shall be required to pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage of such benefits.
- 32.5 The Employer will continue to pay its share of benefit premiums in the event that an Employee is injured at work and unable to work and in receipt of Workers' Compensation Board benefits.
- 32.6 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days' written notice of readiness to return to work. Such notice shall not be required in the case of short-term absence on Workers' Compensation leave where the expected duration of the leave at the time on onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee to the same positions they held immediately prior to their disability.
  - (b) incapable of performing the duties of any position, may make application for any benefits or entitlements for which they may be eligible under the sick leave provisions or the benefit provisions.
- 32.7 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.
- 32.8 The Employee is required to provide the Employer with documentation from their physician, describing the Employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis. Where the Employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period. Any and all obligations of

the Employer shall be negated should more than one (1) month pass since the Employee was obligated to provide such documentation and they have failed to do so.

### **ARTICLE 33 – POSITION CLASSIFICATION**

- 33.1 (a) If the Employer establishes a new job classification within the bargaining unit, the Employer may set an interim rate of pay. The Union will be notified of the new classification and the interim rate of pay, in writing. If the Union does not agree with the interim rate of pay, the Union shall, within thirty (30) calendar days from the date of receiving notification, advise the Employer that it wishes to negotiate the rate of pay for the new classification. The Employer and Union shall meet to negotiate the rate of pay for the new classification.
- (b) In the event the Employer and Union are unable to achieve mutual agreement on the rate of pay for the new classification, the arbitration process may be implemented in accordance with Article 38.
- 33.2 (a) When the duties or functions of work in any classification are substantially changed or increased, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) In the event the Employer and Union are unable to achieve mutual agreement on the rate of pay, the arbitration process may be implemented in accordance with Article 38.

### **ARTICLE 34 – DISCIPLINE & DISMISSAL**

- 34.1 No Employee shall be disciplined or dismissed without just cause.
- 34.2 (a) Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies;
- (b) A copy of all warnings shall be signed by the Employee and the Employer;
- (c) A copy of all such warnings shall be placed on the Employee's personnel file and shall be removed:
- (i) if a grievance is filed and won by the Union; and
- (ii) upon the expiration of twenty-four (24) months from the date of such letter where the Employee has received no further written disciplinary warnings in that time.
- 34.3 When an Employee is to be disciplined, the Employee may request a Union Representative to be present at any meeting with the Employer.
- The Employer shall advise the Employee in advance of any disciplinary meeting/interview and permit time for the Employee to arrange for Union representation.

- 34.4 The Employer will provide the Union copies of all discipline letters prior to placing them in the Employee's file.
- 34.5 The Employer will adhere to the principles of progressive discipline.
- 34.6 Nothing in the foregoing prevents the Employer from pursuing the Employee's immediate suspension without pay, or immediate dismissal without notice, or pay in lieu of notice. The Employee shall be advised that they have the right to have Union representation present in such cases.

## **ARTICLE 35 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 35.1 Job descriptions and duties shall be accessible to all staff.
- 35.2 The Employer and the Union recognize the value of an ongoing Employee evaluation system designed to provide effective communications between the Employer and the Employee regarding an Employee's performance. The purpose of the evaluation is to acknowledge accomplishments, identify areas for growth and development, set goals, and provide constructive feedback to an Employee and is designed to support the Employee in achieving performance goals.
- 35.3 Employees receive a performance review annually. The Employee's personnel file will be reviewed at this time.
- 35.4 The Employee shall have the right to place their own comments on the form, or to append their comments to the form.
- 35.5 An Employee's evaluation shall not be released by the Employer to any person without the written consent of the Employee, except as allowed or required by law.
- 35.6 When a formal assessment of an Employee's performance is made, the Employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and understood.
- 35.7 Upon providing written notice, an Employee shall have the right to have access to and review their personnel file. The Employer will make the file available in a timely manner. The authorized representative of the Employer shall be present at such a review, as well as a Union Steward/Representative upon the Employee's request.
- 35.8 Personnel and other Employee files shall be maintained in a secured office and file cabinet.

## **ARTICLE 36 – GRIEVANCE**

### **36.1 Grievance Definitions**

A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.

### **36.2 Authorized Representative**

At each step of the grievance procedure, the Grievor shall have the right to be present and have representation by the Union. An earnest effort shall be made by all parties to settle grievances fairly and promptly.

**36.3 Time Limits**

- (a) For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and General Holidays which are specified in Article 15.
- (b) The time limits specified in both the Grievance and Arbitration procedures may be extended by mutual agreement between the Employer and the Union.

**36.4 Mandatory Conditions**

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

36.5 Where an Employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.

36.6 The Union shall have the right to present any and all grievances arising out of the application or interpretation of this Agreement on behalf of an Employee or Employees.

36.7 The Union may, by written notice to the Employer, withdraw a grievance arising out of the application or interpretation of this Agreement.

36.8 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

36.9 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

**36.10 Steps in the Grievance Procedure**

- (a) All grievances shall be submitted in writing.
- (b) Step 1

An Employee who has a grievance shall, within ten (10) days of the date of the occurrence which led to the grievance, discuss the matter with the Employee's Manager and attempt to resolve the grievance at this stage. The Employee's Manager shall advise the Employee of their decision within ten (10) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advance in accordance with the following steps.

(c) Step 2

If the decision of the Employee's Manager does not settle the grievance, the Union and Employee must, within ten (10) days from the date that the decision was received by the Union, appeal the decision in writing to the Executive Director and such appeal shall specify the full particulars of the grievance and the remedy requested. The Executive Director shall hold a hearing within ten (10) days of the day that the Executive Director received the grievance, and a written decision on the grievance, together with the reasons therefor, shall be given to the Union within ten (10) days of the hearing.

(d) Step 3

If the decision of the Executive Director does not settle the grievance, the Union must, within ten (10) days from the date that the decision was received by the Union, appeal the decision in writing to the Grievance Committee of the Board of Directors and such appeal shall specify the full particulars of the grievance and the remedy requested. The Grievance Committee of the Board of Directors shall hold a hearing within fifteen (15) days of the day that the Grievance Committee of the Board of Directors received the grievance, and a written decision on the grievance, together with the reasons therefor, shall be given to the Union within fifteen (15) days of the hearing.

36.11 If the decision of the Grievance Committee of the Board of Directors does not settle the grievance, or Grievance Committee of the Board of Directors does not hold a hearing or render a decision in compliance with Step 3, the Union may decide to proceed to Arbitration.

## **ARTICLE 37 – ARBITRATION**

37.1 Within ten (10) working days of the receipt of notification by one party, the other party to an Arbitration shall nominate its choice of Arbitrator by notice in writing.

37.2 In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator (within fifteen (15) days of notification by either Party), application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

- 37.3 (a) The Arbitrator has all of the powers granted to arbitrators under *Alberta Labour Relations Code* in addition to any powers which are contained in this Agreement.
- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and that decision is final and binding upon the parties and upon any Employee affected by it.
- (c) The award of the Arbitrator shall be signed by the Arbitrator and copies thereof shall be transmitted to the parties to the dispute.
- 37.4 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 37.5 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.6 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Court of King's Bench of Alberta, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.

#### **ARTICLE 38 – HEALTH AND SAFETY**

- 38.1 The Union and the Employer shall work together in developing and maintaining practices which promote a safe and healthy occupational environment where all applicable provincial and municipal health and safety requirements and standards are met.
- 38.2 No Employee shall suffer any discrimination or repercussions as a result of complying with this Article.
- 38.3 A Health and Safety Committee shall be established which is comprised of equal parts Employer representatives and Union-appointed representatives, The Health and Safety Committee shall hold meetings for the purpose of jointly considering, reviewing and improving health and safety practices affecting the bargaining unit as required by mutual agreement. Minutes of such meetings shall be taken with a copy going to both the Employer and the Union.
- 38.4 No Employee shall be required to work on any job or operate any piece of equipment they have not received training and instruction as prescribed by the Employer.



## **ARTICLE 39 – LABOUR MANAGEMENT RELATIONS**

- 39.1 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its Officers and Stewards.

Employees covered by the Collective Agreement have the right to Union representation. It is the responsibility of the Employee to arrange for this representation if they so choose.

- 39.2 The Employer will provide specific bulletin board space for the use of the Union at the Employer's premises that is accessible to Employees. Material other than meeting notices, educational material, and the list of Union Officers and Union Stewards must be approved by the Executive Director or designate prior to posting on the bulletin board; such approval will not be unreasonably denied.

### **39.3 Joint Consultation**

- (a) The Employer and the Union are committed to joint consultation and information sharing on matters of mutual interest, including workplace morale and training. A Joint Consultation Committee shall be formed for this purpose and shall function for the term of this agreement. The Employer shall appoint two (2) representatives. The Union shall appoint two (2) representatives to the Committee. A CUPE 417 Representative or their designate shall have the right to attend and advise the Employee representatives at such meetings.
- (b) The Joint Consultation Committee shall meet at least two (2) times per year and may meet more often by mutual agreement of the parties. The Employer will schedule these meetings. The Union appointed representatives will be responsible for the agenda and meeting minutes, both of which shall be approved by the Committee. Once approved the minutes shall be posted on the bulletin board and be available for all Employees.
- (c) The Joint Consultation Committee shall not deal with the interpretation of this Agreement or the resolution of grievances pursuant to Article 8. The Joint Consultation Committee is a forum for information sharing and cannot make decisions. It can, however, make recommendations.

### **39.4 Workplace Morale and Training**


- (a) Among other matters, the Committee will endeavour to ensure training such as education for Bullying in the Workplace and Conflict Resolutions and other morale improvement training will continue to be provided to all staff.

SIGNED THIS 28 DAY OF June, 2023.

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 417**

Per:

Colleen Reelce



**CENTRAL ALBERTA WOMEN'S  
EMERGENCY SHELTER SOCIETY**

Per:

Janet Lockhart



### WAGE GRID – Union ratification date

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Team Lead	\$27.50	\$27.95	\$28.40	\$28.85
Crisis Worker	\$24.92	\$25.37	\$25.82	\$26.24
Client Support Worker	\$19.00	\$19.60	\$20.80	\$22.00
Housekeeper	\$17.50	\$17.75	\$18.20	\$18.50
Kitchen Helper	\$17.00	\$17.50	\$18.00	\$18.50
Cook	\$20.00	\$20.75	\$21.50	\$22.00
In-house VOL/Donations	\$17.50	\$17.75	\$18.20	\$18.50
Intensive Case Management Worker	\$24.92	\$25.37	\$25.82	\$26.24
Data Specialist	\$19.00	\$19.60	\$20.80	\$22.00
Events/Communication/ Volunteer Coordinator	\$24.92	\$25.37	\$25.82	\$26.24
Domestic Violence Court Worker	\$24.92	\$25.37	\$25.82	\$26.24
Child Support Worker	\$20.20	\$20.80	\$22.00	\$24.00
Child Support Coordinator	\$27.50	\$27.95	\$28.40	\$28.85
Admin	\$20.00	\$20.75	\$21.50	\$22.00

### WAGE GRID – APRIL 1, 2024

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Team Lead	\$27.78	\$28.23	\$28.68	\$29.14
Crisis Worker	\$25.17	\$25.62	\$26.08	\$26.50
Client Support Worker	\$19.19	\$19.80	\$21.01	\$22.22
Housekeeper	\$17.68	\$17.93	\$18.38	\$18.69
Kitchen Helper	\$17.17	\$17.68	\$18.18	\$18.69
Cook	\$20.20	\$20.96	\$21.72	\$22.22
In-house VOL/Donations	\$17.68	\$17.93	\$18.38	\$18.69
Intensive Case Management Worker	\$25.17	\$25.62	\$26.08	\$26.50
Data Specialist	\$19.19	\$19.80	\$21.01	\$22.22
Events/Communication/ Volunteer Coordinator	\$25.17	\$25.62	\$26.08	\$26.50
Domestic Violence Court Worker	\$25.17	\$25.62	\$26.08	\$26.50
Child Support Worker	\$20.40	\$21.01	\$22.22	\$24.24
Child Support Coordinator	\$27.78	\$28.23	\$28.68	\$29.14
Admin	\$20.20	\$20.96	\$21.72	\$22.22

*Step 1 Start of employment*

*Step 2 Successful completion of Probation*

*Step 3 One year FTE*

*Step 4 Two years FTE*

Red Circling of any Employee who currently earns more than the designated rates set out within the above grid until such time as the applicable steps exceed the Employee's current rate of pay.

## 2023 Financial Agreement

If additional funding provided by the Government of Alberta becomes available to be used for wages in the time period of April 1, 2023 – March 31, 2024, the Employer shall notify the Union as soon as possible and allocate the equivalent of a maximum of one percent (1%) of an Employee's wages for all hours worked by the Employee from the effective date of such funding through to March 31, 2024, to a lump sum payment to the respective Employees to be made no later than April 15, 2024. If an Employee's employment terminates prior to March 31, 2024, they will receive the equivalent of a maximum of one percent (1%) of wages for all hours worked from the effective date of such funding to the date of termination of employment, payable on their final pay cheque.

Effective April 1, 2024 – one percent (1%) increase to all positions on the Grid.

## **LETTER OF UNDERSTANDING #1**

### **BETWEEN CENTRAL ALBERTA WOMEN'S EMERGENCY SHELTER SOCIETY**

and

### **THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 417**

#### **THIRD PARTY CONTRACTS**

#### **The Parties agree the following forms part of the Agreement:**

The Employer and the Union acknowledge that a number of Employees are employed as a result of the Employer entering into contracts with other agencies for the provision of services. A circumstance may arise where the funds that the Employer receives under these contracts are less than the Employer's cost of having Employees provide these services.

Therefore, the Employer and the Union agree:

1. In the event that the Employer is contemplating the termination of a contract with another agency which will have the effect of the layoff of one or more Employees in the Bargaining Unit, the Employer shall provide not less than twenty (20) days' notice in writing to the Union of the contract that may be terminated, along with the consequences to the Employees of the Bargaining Unit if that contract is terminated.
2. At the request of either party, the Employer and the Union shall meet within the twenty (20) day notice period to discuss alternatives to the termination of the contract. The Employer will grant leave with pay for one (1) Employee, who would be affected by the contemplated termination of the contract, to attend the meeting on behalf of the Union. If there is a meeting, the Employer will provide the Union with a copy of the contract and its rationale for contemplating the termination of the contract.
3. If an agreement is reached between the Employer and the Union with respect to an alternative to the termination of the contract, that agreement shall become a Letter of Understanding, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.
4. If the Employer and the Union do not reach an agreement, the Employer may exercise its rights under the Collective Agreement.
5. Nothing in this Letter of Understanding requires the Employer to, or prevents the Employer from, terminating the contract.

6. Notice given to the Union under this Letter of Understanding shall not constitute notice of layoff under the applicable Articles in the Collective Agreement.

SIGNED THIS 28 DAY OF June, 2023.

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 417**

Per:

Colleen Reice

Colleen Reice

**CENTRAL ALBERTA WOMEN'S  
EMERGENCY SHELTER SOCIETY**

Per:

Janet Luckhart

Janet Luckhart