

**FIRST COLLECTIVE AGREEMENT**

between

**CANADIAN MENTAL HEALTH ASSOCIATION – EDMONTON REGION**

(hereinafter referred to as “the Employer”)



and the

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

(hereinafter referred to as “the Union”)



Date of ratification: February 3, 2026

Effective February 3, 2026 through March 31, 2028

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## **ARTICLE 1 – PREAMBLE**

- 1.01 Canadian Mental Health Association – Edmonton Region and the Union agree that our work takes place on the land of Treaties 6 and 8 territory and within the Métis Nation of Alberta districts.

The Parties acknowledge this land constitutes the traditional meeting grounds and home to many diverse First Nations, Métis and Inuit, the stewards of these lands from time immemorial.

We are grateful for the traditional Knowledge Keepers and Elders who are still with us today and those who have gone before us.

We recognize this land as an act of reconciliation and gratitude to those whose territory we reside on or are visiting and our work, therefore, will reflect the intention of the Treaties, the intention of peace, friendship and understanding.

- 1.02 And where it is desirable that methods of bargaining and all matters about the working conditions of the employees be drawn up in an Agreement, the Parties agree to the contents of this Collective Agreement.

## **ARTICLE 2 – TERM OF AGREEMENT**

- 2.01 This Collective Agreement will be binding and remain in effect from the date of ratification, February 3, 2026, through to March 31, 2028, and will continue from year to year thereafter except as otherwise provided in this Article.

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

- 2.03 If notice to amend this Agreement has been given by either Party in accordance with Clause 2.02 above, this Agreement will continue in full force and effect during the period of negotiations and will only cease when a new Agreement is ratified by both Parties or a strike or lockout commences in accordance with the *Alberta Labour Relations Code*.

- 2.04 Changes in Agreement

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

## 2.05 Conflicts with Legislation

Where this Agreement conflicts with legislation, the greater of the two (2) benefits will apply. The Parties will not agree to less than the minimum standards of the *Employment Standards Code* (Alberta).

## **ARTICLE 3 – DEFINITIONS**

- 3.01 “Employer” is the Canadian Mental Health Association – Edmonton Region.
- 3.02 “Union” is the Canadian Union of Public Employees, Local 1099.
- 3.03 An “Employee” is any person employed full or part-time by the Employer in one of the positions listed in Schedule A.
- 3.04 A “Full-time Employee” is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works thirty-two (32) hours or more per week.
- 3.05 A “Part-time Employee” is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than thirty-two (32) hours per week. There will not be Part-time Employees regularly scheduled with more than twenty-eight (28) hours per week unless otherwise agreed to by the Union, Employer and employee.
- 3.06 A “Permanent Employee” is an employee who occupies a full-time or part-time position with the Employer and has completed their probationary period.
- 3.07 A “Temporary Employee” is an employee hired to perform duties for a known limited period, not to exceed twelve (12) continuous months except in instances of approved leaves of absence.
- (a) A Temporary Employee will be classified as a Permanent Employee upon acceptance of an offer of a permanent position at which time, seniority will date back to the last date of hire. The employee will then be subject to all rights and benefits of a Permanent Employee.
- (b) If reducing the number of temporary positions within a classification, the Employer will reduce starting with the most recent Temporary Employee placement within that classification.
- 3.08 A “Probationary Employee” is an employee who has not successfully completed the probationary period requirements under Article 14.

- 3.09 “Union Representative” means a representative designated by CUPE Local 1099 and may include “shop stewards”, elected Executive members, or a CUPE National Representative.
- 3.10 (a) A “Casual Employee” is an employee who is engaged to fill a position made temporarily vacant as a result of a recent vacancy while a position is posted in accordance with Article 14, sickness, leave of absence, holiday or vacation.
- (b) For the purposes of this Agreement, employees working in peer-related or Facilitator roles, who do not have regularly assigned shifts and are not temporarily or permanently filling a vacancy, will be recognized as Casual Employees.
- 3.11 “Standard Work week” will be defined as Monday to Friday, exclusive of negotiated General Holidays, weekends and any other negotiated schedules.
- 3.12 “Day” will be defined as the twenty-four (24) hours contained in a calendar day, Monday through Sunday from 0000 hrs to 2400 hrs.
- On the date fixed by the proclamation of conversion to Mountain Standard Time, in accordance with the *Daylight-Saving Time Act*, regular hours of work will be worked, and if an employee is required to work the extra hour, they will be paid at the overtime rate. On the date fixed by the Act for the resumption of daylight-saving time, employees will be scheduled for their full regular hours of work, but may, at their option, choose to use paid time off for the missing hour of work.
- 3.13 “Weekend” will be defined as the consecutive Saturday and Sunday consisting of forty-eight (48) hours from 0000 hrs Saturday to 0000 hrs Monday.
- 3.14 “Basic rate of pay” will mean the applicable rate for an employee as set out in Schedule A, exclusive of premiums or allowances provided for in this Agreement, or through another agency.
- 3.15 “Volunteers” are individuals who work and contribute to the functioning of the Employer under Article 26.
- 3.16 A “Rotation” is the four (4) week schedule of days that are assigned to a Permanent Employee.
- 3.17 A “Shift” is the start and end time of work in a scheduled day for any employee.
- 3.18 “Day Shifts” are defined as those shifts where the major portion of the hours worked are between 8:00 a.m. and 4:00 p.m. (Compensation follows the day rate in Schedule A – “Wages”.)

- 3.19 “Evening Shifts” are those shifts where the major portion of the hours worked are between 4:00 p.m. and 12:00 a.m. (Employees are compensated at the day rate between 4:00 p.m. and 8:00 p.m., and at the night rate between 8:00 p.m. and 12:00 a.m. found in Schedule A – “Wages.”)
- 3.20 “Night Shifts” are those shifts where the major portion of the hours worked are between 12:00 a.m. and 8:00 a.m. (Compensation follows the night rate in Schedule A – “Wages.”)

## **ARTICLE 4 – UNION RECOGNITION, SECURITY AND REPRESENTATION**

### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, and its Local 1099 as the sole Bargaining Agent for “all employees” as set out in certificate number C2292-2024 issued on August 23, 2024, by the Alberta Labour Relations Board. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement.

### **4.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit will not work on any jobs which are included in the Bargaining Unit except in cases mutually agreed upon in writing by the Parties or in the case of training, demonstration or emergency.

### **4.03 No Other Agreements**

- (a) No employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement.
- (b) No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### **4.04 Union Membership**

- (a) All employees of the Employer covered by this Collective Agreement will become members of the Union from the first date of their employment.
- (b) Employees will be provided with a Union membership form for remittance to the Union on hire which includes their personal information.

- (c) Quarterly, the Employer will provide the Union with an up-to-date list of Bargaining Unit members that includes:
  - (i) name;
  - (ii) home mailing address;
  - (iii) personal email address;
  - (iv) personal phone number(s);
  - (v) employment status (such as full-time, part-time, temporary, casual);
  - (vi) Leave status and type, if the employee is on leave, i.e., Union leave, STD, LTD, Compassionate Care, etc.; and,
  - (vii) classification/job title.

#### 4.05 Union Dues Deduction and Remittance

- (a) The Employer will deduct from every employee any dues, initiation fees, or assessments levied in accordance with the Constitution and Bylaws of the Union.
- (b) Deductions will be made from each bi-weekly payroll effective the first full pay after receipt of notice of ratification of this Collective Agreement, and will be forwarded to the Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of the month following the month in which the deductions are made.
- (c) Along with the deductions, the Employer will provide:
  - (i) A completed Union dues remittance form, supplied by the Union, and
  - (ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made:
    - (A) name;
    - (B) employment status (such as full-time, part-time, temporary, casual);
    - (C) leave status and type, if the employee is on leave, i.e., Union leave, STD, LTD, Compassionate Care, etc.;
    - (D) classification/job title;

- (E) work location, if applicable;
  - (F) regular earnings;
  - (H) hours worked;
  - (I) dues percentage; and,
  - (J) total amount of dues deducted.
- (iii) The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Secretary-Treasurer.

(d) T-4 slip

The Employer will report the yearly dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement that replaces the requirement to report dues remitted on a T-4 slip in the future.

(e) Change in the amount of dues

The Union will advise the Employer in writing of any change in the amount of dues to be deducted from employees. This notice will be communicated to the Employer at least thirty (30) days before the effective date of the change.

4.06 Bargaining Committee

- (a) A Bargaining Committee will consist of the National Representative and up to five (5) members appointed by the Union, or an equal number to that of the Employer representatives, whichever is greater, and a spokesperson appointed by the Union.
- (b) The number of members may be increased or decreased by mutual agreement between the Employer and the Union.
- (c) The Parties will advise the other Party of their nominees to the Bargaining Committee in writing.
- (d) All time spent attending meetings of the Bargaining Committee, up to and including mediation, will be considered as time worked and will be paid at the regular rate of pay, and committee members will suffer no loss of regular pay or benefits. Work shifts that interfere with bargaining meetings will be filled by other employees, and if the regular work hours are greater than the hours for bargaining, the employee will be paid the regular wages for the missed shift.

(e) Time off with pay will be granted to the five (5) representatives of the Union upon application to the Employer for preparation meetings for collective bargaining.

(f) The Employer will bill the Union for all time paid in sections (d) and (e).

#### 4.07 Representatives

The Union will advise the Employer, in writing, of the Union Stewards, and the Union Executive, and the Employer will advise the Union, in writing, of the designated Employer representatives, on the Date of Ratification (February 3, 2026) of this Collective Agreement. Each of the Parties will advise the other, in writing, of changes to their representatives as those changes occur.

#### 4.08 Crossing of Picket Lines During a Strike

(a) An employee covered by this Agreement will have the right to refuse to cross a picket line or do the work of striking or locked out employees, where a strike or lockout is in effect.

(b) Failure to cross such a picket line or to perform the work of striking or locked out employees where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved.

(c) Any employee who exercises their right under this Article will notify the Employer immediately.

#### 4.09 Union Orientation Sessions

##### (a) Potential Employees

During the interview process, the Employer will advise potential employees that a Collective Agreement is in effect and will inform them of the conditions of employment set out in this Article dealing with Union security and dues.

##### (b) New Employees

Upon hiring or an employees first scheduled workday, the Employer will provide new employees with a copy of the Collective Agreement and advise the employee of the name and contact information of the Union Representative.

(c) **Orientation Sessions**

A representative of the Union will be given an opportunity to orient each new employee during regular working hours, without loss of pay for either member up to an hour, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

(d) **Notification of new hires**

The Union will be notified of the full name, job title/classification and employment status (e.g., full-time, part-time, temporary, casual), start date and work location of all employees hired into the Bargaining Unit before their first day of employment.

4.10 **Access to Work Site**

(a) **Union Meetings**

The Employer will permit the use of its premises for the Union meetings without cost to the Union, with prior written approval of the Employer

(b) **Work Site Access**

A representative designated by the Union will be given access to work sites to meet with employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

4.11 **Right of Fair Representation**

The Union will have the right at any time to have the assistance of National Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. National Representatives will have access to the Employer's premises to deal with any matters arising out of this Collective Agreement with prior written approval of the Employer. Such access will not be unreasonably denied.

4.12 **Bulletin Boards**

The Employer will provide a Union bulletin board at each work site. In multi-floor buildings, a Union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the Union.

#### 4.13 Copies of the Collective Agreement

The Collective Agreement will be made readily available to all employees in digital format and will be posted on the Employer's intranet.

The Employer will arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer will share the cost of printing equally.

### **ARTICLE 5 – MANAGEMENT RIGHTS**

#### 5.01 Management Rights

The Union acknowledges and recognizes that it is the exclusive function of the Employer to operate and manage its business and to direct its working force in accordance with its obligations, commitments and responsibilities except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer, but not limited to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, transfer, classify, promote, demote, lay-off and recall employees, and to discipline and discharge any employee for just cause;
- (c) Direct the work force; determine the number of employees required from time to time; determine the services to be performed and the methods, procedure and equipment in connection there with; to schedule work and shifts; to assign jobs; to determine the work location (in-office or hybrid); to determine the job content and classification and to determine the number of employees in the classification;
- (d) Determine and assess performance standards; performance standards will be measured based on a combination of quantity of work, quality of work, end-user experience, and alignment with organizational values.

### **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

6.01 Given the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the *Alberta Labour Relations Code* and any other provincial law, regulation or legislation.

## **ARTICLE 7 – NO HARASSMENT OR DISCRIMINATION**

- 7.01 (a) The Employer and the Union agree that there will be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promoting, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, gender identity, gender expression, sexual orientation, sex, marital status, family status, disability, as defined by the Alberta Human Right Commission, nor by reason of membership or non-membership or activity in the Union.
- (b) The Employer and the Union will work together to promote a working environment for employees that is free from discrimination and harassment, in accordance with the *Alberta Human Rights Act*. The Employer and the Union agree to work collectively to identify and to remove all systemic barriers to employment.
- (c) There will be no personal harassment of any employee by either the Employer or the Union. Personal harassment is defined as improper conduct which is offensive to an employee and which the perpetrator knows or ought to reasonably know would be inappropriate or objectionable.
- (d) The Employer will support the individual who has experienced discrimination or harassment and will provide intervention so that the incident is dealt with effectively and appropriately.

### **7.02 Violence in the Workplace**

The Employer and Union agree that all forms of violence, including physical, verbal, sexual, sex, gender, gender identity and transgender harassment, against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence of, and causal factors of, all forms of violence.

## **ARTICLE 8 – COMMUNICATION AND CORRESPONDENCE**

- 8.01 All correspondence between the Parties arising out of this Agreement will pass between the Executive Director or Designate and the Union Designate, with a copy to the President.

## **ARTICLE 9 – LABOUR MANAGEMENT RELATIONS**

- 9.01 A Labour Management Committee, comprised of two (2) members of the Union and two (2) members of the Employer will meet at least quarterly at a mutually agreeable time and place, to discuss and work in collaboration with each other on the following:
- (a) To increase constructive communication between the Employer and the Union;
  - (b) Identify and review labour/management issues of concern or accolades;
  - (c) Seek to understand issues of concern;
  - (d) Reach a shared understanding of issues;
  - (e) Recommend procedures and a plan of action to remedy issues of concern;
  - (f) Review the recommendations and plans of action for efficacy at subsequent meetings of the committee; and,
  - (g) Review, discuss and provide feedback on Employer policies and procedures.
- 9.02 Each Party may appoint alternate representatives to serve as replacements for absent members.

Either Party to the Agreement may invite advisors/participants to assist its representatives on the Labour Management Committee with a minimum of twenty-four (24) hours' notice. Advisors/participants will not be considered as members of the committee. The National Representative may be invited to Committee meetings by the Union and will not count as a Union delegate to the committee.

### **9.03 Co-Chairs**

The meeting will be co-chaired by the Employer and the Union President or their designates.

### **9.04 Responsibilities of Co-Chairs**

- (a) The chairing of Committee meetings.
- (b) The scheduling of regular Committee meetings, which includes notification of appropriate supervisors for Committee members' attendance.

- (c) Establishing the priority of matters to be acted upon by the Committee.
  - (d) Preparing the agenda and distributing it twenty-four (24) hours prior to the meeting date.
  - (e) Ensuring minutes of previous meetings are available for review by Committee members.
- 9.05 Each member will receive notice along with the agenda for the meeting at least twenty-four (24) hours before the meeting. Either Party may call a meeting by giving written notice and this meeting will take place, where feasible, within seven (7) business days, or as soon possible, after the delivery of the notice to the other Party's Co-Chairperson.
- 9.06 Agenda and Minutes
- (a) Agenda items are to be submitted to the Co-chairs forty-eight (48) hours prior to the meeting date.
  - (b) The agenda will be circulated by the Co-chairs twenty-four (24) hours prior to the meeting date.
  - (c) Topics not on the agenda for a meeting may be added to the agenda by mutual consent, otherwise will be placed on the next meeting's agenda.
  - (d) Co-chairs will take turns taking and distributing minutes. Minutes will be verified by the other co-chair before release.
  - (e) The meeting agenda and minutes in their final form (with the exclusion of *in-camera* items) are to be distributed as agreed to by the Committee.
- 9.07 The Committee will have no authority to change, delete or modify any of the terms of the existing Collective Agreement.
- 9.08 No specific grievances will be discussed however topics that could lead to grievances may be discussed.
- 9.09 Union members will be compensated for all time worked while in attendance at meetings.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 Recognition of Union Representatives**

- (a) To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and its representatives.
- (b) The Union will prepare, process, and present a grievance in accordance with the grievance procedure.
- (c) A grievor may or may not be present at grievance meetings of an individual nature.
- (d) A grievance meeting will not be held without the attendance of a Union Representative.

### **10.02 Elders or Wisdom Keeper**

- (a) At the request of the employee, an Elder or Wisdom Keeper will be present when dealing with issues affecting Indigenous employees in addition to a Union Representative.
- (b) Time will be allotted for the employee to find an Elder or Wisdom Keeper to attend and timelines will be put in abeyance to accommodate their availability.
- (c) After the grievance is concluded, at the request of the employee and in consultation with an Elder or Wisdom Keeper, a healing circle may be conducted.

### **10.03 Permission to Leave Work – Union Representatives**

- (a) The Employer agrees that Union Representatives will not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.
- (b) Union Representatives will be entitled to leave their work during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in settlement discussions and arbitration.

- (c) Permission to leave work during working hours for these purposes will first be obtained from the immediate supervisor. Permission will not be unreasonably withheld.
- (d) All time spent performing Union duties, including work performed on various committees, will be considered as time worked with pay and benefits.

#### 10.04 Permission to Leave Work – Grievor

The grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The grievor's time spent in grievance meetings will be considered as time worked with pay and benefits.

#### 10.05 Definition of Grievance

- (a) A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- (b) Grievances will be:
  - (i) Individual – relating to, or affecting, a specific employee, or employees individually; or,
  - (ii) Group – relating to, or affecting, two (2) or more employees; or,
  - (ii) Policy – relating to a question of general application or interpretation of this Collective Agreement.
- (c) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

#### 10.06 Employer Grievance

- (a) Any Employer grievance will be submitted in writing to the Union President or their designate within seven (7) days after the Employer becomes aware, or should have reasonably become aware, of the circumstances giving rise to the grievance. Employer grievances will be considered as "Step 3".
- (b) The Union President or their designate will schedule a meeting to hear the Employer's grievance and render their decision within fourteen (14) days after receipt of the grievance.

10.07 The Union and its Representatives will have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided for in the grievance procedure in Article 10.08.

10.08 Grievance Procedure

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

**Informal Step**

- (a) The Parties agree to encourage resolving issues through informal means by allowing the employee and their direct exempt Supervisor to meet informally to attempt to resolve the potential grievance.
- (b) The employee will request to meet with the exempt supervisor within fourteen (14) days of the time the employee became aware of an event giving rise to a grievance.
- (c) In the event that an employee wishes to have a Union Representative present at the informal meeting, the exempt Supervisor may choose to have a Human Resources representative present also.
- (d) If this informal step is used and no resolution is achieved, the Union may proceed with a formal grievance, as outlined below, no later than thirty (30) days from the date the employee met with their exempt Supervisor.

**Step 1**

- (a) If the Union Representative considers the grievance to be justified, they will first seek to settle the grievance with the employee's exempt Supervisor.
- (b) The grievor may attend this meeting with their exempt Supervisor and the Union Representative if they desire.
- (c) The exempt Supervisor will respond, in writing, to the Union within fourteen (14) days of the meeting.

**Step 2**

- (a) Failing satisfactory settlement at Step 1, within fourteen (14) days of receipt of the Employer's written decision, or, if no decision is received by the deadline the written decision was to be received by the Union, the Union Representative will submit to the Manager a written statement of the particulars of the grievance and the redress sought.

- (b) The Manager will schedule a meeting to hear the grievance and render their decision within fourteen (14) days after receipt of the grievance.

### **Step 3**

Failing a settlement being reached in Step 2, within fourteen (14) days of receipt of the Employer's written decision, or if no decision is received by the deadline the written decision was to be received by the Union, the Union Representative will submit the written grievance to the Senior Director, who will schedule a meeting to hear the grievance and render their decision within fourteen (14) days after receipt of the grievance.

### **Step 4**

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration in accordance with Article 10 within forty-five (45) days of receipt of the Employer's written decision, or if no decision is received by the deadline the written decision was to be received by the Union.

#### **10.10 Meetings and Replies in Writing**

The Employer's representative for each step of the formal grievance procedure will be required to meet with the Union Representative and the grievor, if the grievor desires, to hear the grievance arguments. Written reasons for the Employer's decision will be issued to the Union.

#### **10.11 Meeting Rooms for Grievances**

To facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility.

#### **10.12 Failure to Act Within Time Limits**

- (a) If either Party fails to comply with the time limits set out or as extended by mutual agreement, the grievances will proceed according to the required time limits to the next succeeding stage of the grievance procedure.
- (b) For this Article, days will exclude General Holidays.

#### **10.13 Deviation from Grievance Procedure**

After a grievance has been initiated, the Employer's representative will not enter into discussion or negotiation concerning the grievance, either directly or indirectly with the aggrieved employee(s), without the consent of the Union. Violation of this section will result in the grievance being allowed and won with full redress.

## **ARTICLE 11 – ARBITRATION PROCEDURE**

### **11.01 Referral to Arbitration**

When either Party requests that a grievance be submitted to arbitration, the request will be made by email to the other Party of the Collective Agreement, indicating the name of its nominee as arbitrator.

11.02 If the Parties cannot agree on an arbitrator within thirty (30) days after receiving the request, the appointment will be made by the Director of Mediation Services upon request of either Party.

11.03 Each Party will pay one-half (½) of the fees and expenses of the Arbitrator.

11.04 (a) At any stage of the grievance or arbitration procedure, the Parties will have the assistance and cooperation of the Employer or employees involved and any necessary witnesses.

(b) All reasonable arrangements will be made to permit the conferring Parties or Arbitrator to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

(c) The Union and Employer agree that, on request, all information relevant to the disputed decision/action or the settlement of a grievance will be made available.

11.05 The Arbitrator has all the authority necessary to provide a final and conclusive settlement of a dispute arising under the provisions of the Collective Agreement.

## **ARTICLE 12 – DISCIPLINE AND PERSONNEL RECORDS**

### **12.01 Principle of Innocence**

(a) The Employer and the Union agree to adhere to the principle of progressive discipline.

(b) Coaching will not be considered disciplinary.

(c) The progressive discipline steps may include verbal warning, written warning, disciplinary suspension and/or termination of employment.

(d) Any employee may be dismissed or suspended, but only for just cause.

(e) In cases of suspension or dismissal, proof of just cause will rest with the Employer.

## 12.02 Union Representation

- (a) When an employee is to be disciplined, the employee may request a Union Representative to be present at any meeting with the Employer. An employee may request Union representation at investigation meetings that are likely to lead to the application of discipline.
- (b) The Employer will advise the employee and the Union in advance of any disciplinary meeting/interview and give the employee a minimum of twenty-four (24) hours to arrange for Union representation.
- (c) A copy of the complaint, along with all applicable policies, will be provided either before, or during, the investigation.
- (d) A Union Representative may have the right to consult with a CUPE National Representative and may have them present at any discussion which might be the basis of disciplinary action.

## 12.03 Employee Waiver of Union Representation

- (a) If the employee wishes to waive their right to have Union representation, a written waiver must be presented to the employee by a Union Representative and signed by the employee and the Union Representative before the meeting commences.
- (b) The Employer will not be present for the signing of the waiver but will be provided with a copy of the signed waiver before the meeting.
- (c) An employee who waives their right to Union representation will, at any time during the meeting or any subsequent meetings, have the right to request Union representation, and will be entitled to grieve any discipline received and suffer no prejudice in grievance, mediation, or arbitration proceedings.
- (d) The waiver is only valid for the meeting in which it was signed unless otherwise stated on the waiver and signed by the employee and a Union Representative.

## 12.04 Notice of Discipline

- (a) When an employee is disciplined or their employment is terminated for cause, the Employer will advise the employee and the Union in writing of the reasons for the discipline or termination of employment.

- (b) The Employer will complete an investigation of any alleged actions or misconduct of an employee which may lead to discipline within twenty (20) workdays after becoming aware of the circumstances. If the Employer is unable to complete their investigation of the matter within the timeline above, the Union and employee will be notified, in writing, of the timeline extension required no later than the fifteenth (15<sup>th</sup>) workday from the beginning of the investigation.
- (c) A notice of investigation of alleged actions or misconduct of an employee will expire after ninety (90) calendar days after the Employer became aware of the circumstances requiring investigation, unless the Union and Employer agree, based on the circumstances preventing the Employer from completing their investigation, to extend the timeline.
- (d) If an employee waives their right to Union representation in accordance with Clause 11.02, the Union will still receive a copy of the notice.

#### 12.05 Disciplinary Record

An employee who has been subject to discipline may, after eighteen (18) months, request in writing that their personnel file be cleared of any record of discipline. Such request will be granted provided the personnel file does not contain any further record of disciplinary action during that eighteen (18) month period, and the disciplinary action is not the subject of an unresolved grievance. Non-disciplinary letters, (e.g., Letters of Expectation) will be removed from the employee's personnel file after twelve (12) months.

#### 12.06 Access to Personnel File

- (a) An employee, or a Union Representative with the written authority of an employee, will have the right, during normal business hours of Human Resources, to have access to a copy of and review their personnel file.
- (b) The Employer agrees that Personnel files are confidential and will not be shared with anyone except Human Resources, the employee's direct supervisor, the employee, or the Union, without consent from the employee.
- (c) An employee will have the right to respond in writing to any document prior to its insertion their Personnel file. Written replies will become part of the employee's personnel record, and will be removed in accordance with Clause 12.05, if applicable, or at the request of the employee.
- (d) There will be no duplicate copies of Personnel files.
- (e) Access to Personnel files will be granted within two (2) business days of written request.

#### 12.07 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee will be immediately reinstated in their former position without loss of seniority, and will be compensated for all time lost in an amount equal to their normal earnings, including all benefits, on the next regular pay period, or by any other arrangement which is just and equitable in the opinion of the Parties, or the opinion of an Arbitrator if the matter is referred to arbitration.

#### 12.08 Political Action

No employee will be disciplined for participating in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies. Employees will be deemed to have applied for a leave of absence without pay for the duration of the political action(s).

#### 12.09 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and employee safety. The Parties agree that the monitoring of contact centre call agents is required for the safety of the employees and the public, due to the nature of the work.

Monitoring for quality assurance and performance evaluation of contact centre call agents is acceptable but will be conducted using objective metrics based on internal and external stakeholder requirements, accreditation standards, and service delivery best practice.

#### 12.10 Public Complaints

A copy of a complaint regarding Bargaining Unit employees that will be used or considered for the purposes of discipline will be provided to the Union, along with any other evidence relating to the complaint.

#### 12.11 Performance Review

- (a) The direct supervisor will do a performance review annually for each employee. Probationary goals will be set with each new employee. At the completion of probation, and annually on the employee's anniversary date, a formal performance review will occur.

- (b) The purpose of performance reviews is for employee development and growth and constructive review of employee performance. The performance reviews will be part of the employee's personnel file, as well as any responses to the review provided in writing by the employee.
- (c) An employee may invite a Union Representative to attend a follow up meeting regarding their review, if an employee or the Union believes the evaluation is not accurate. Poor evaluations will contain a plan for training and support for improved employee performance.

## **ARTICLE 13 – SENIORITY**

### **13.01 Recognition of Seniority**

Both Parties recognize the principle of promotion within the service of the Employer and those job opportunities should increase in proportion to the length of service.

### **13.02 Seniority Defined**

Seniority is defined as the length of continuous service with the Employer, expressed in hours paid, except overtime hours.

### **13.03 Seniority Lists**

The Employer will maintain a seniority list showing the date upon which each employee's service commenced as well as the total number of hours paid, except overtime, since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 13. After completion of the probationary period, the hours worked while on probationary status will count towards seniority.

For the purpose of this Article, time away from work that is protected by the *Employment Standards Act* or the *Human Rights Code* will be deemed to be hours paid.

All seniority obtained under this Agreement will be retained and transferred with the employee when reclassified.

### **13.04 Loss of Seniority**

An employee will only lose their seniority in the event:

- (a) they are discharged for just cause and are not reinstated.
- (b) they resign and do not rescind their resignation within two (2) days.
- (c) they are laid off for more than twenty-four (24) months.
- (d) an employee fails to return to work within ten (10) days after being recalled from a layoff.

## **ARTICLE 14 – PROBATIONARY EMPLOYEES**

### **14.01 Probationary Employees**

- (a) Newly hired employees will be considered to be on a probationary basis for a period of six (6) months from date of hire.
- (b) During the probationary period, employees will be entitled to all rights and privileges of this Agreement unless otherwise specified.
- (c) The Employer, with the agreement of the Union, may on a one-time basis, extend the probationary period of an employee for up to an additional three (3) calendar months. The Employer will provide a written plan for support and training for the extension period to the Union and the employee and clearly outline the areas in which the employee needs to improve and how the Employer will support the employee.
- (d) The Employer has the sole discretion to terminate the employment of a Probationary Employee, and this will not be the subject of a grievance provided the action is not made in a manner that is arbitrary, discriminatory or in bad faith.
- (e) After completion of the probationary period, an employee will be credited their seniority effective from the original date of employment.

## **ARTICLE 15 – RECRUITMENT, PROMOTIONS, TRIAL PERIOD AND TRANSFERS**

### **15.01 Job Postings**

- (a) When a vacancy occurs or a new position is created within the Bargaining Unit, within ten (10) days of the vacancy, the Employer will post a notice on the Employer's shared internal drive and send it by email to all employees with a copy to the Union.

- (b) The Employer will post notice of all vacancies describing the position; hours of work; shift rotation; program area; the date of commencement; date of opening and closing of the posting; how to apply for the position; status (FT, PT, Temporary/Permanent, Casual); and, if temporary, the anticipated duration; a summary of the job description; and, the required qualifications for a minimum of seven (7) calendar days prior to selection. The Union and the Employer agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.
- (c) The name of the successful applicant will be posted on the Employer's shared internal drive and sent by email to all employees with a copy to the Union.
- (d) Where the Employer intends not to post a vacancy, the Union will be advised of the reasons why.
- (e) Employees do not have the right to grieve management vacancies.

#### 15.02 Selection

- (a) Bargaining Unit employees will be eligible to apply for job postings as directed on the posting.
- (b) Applications from Bargaining Unit employees will be considered before external candidates.
- (c) In assessing candidates for selection, the Employer will consider the following factors:
  - (i) required qualifications
  - (ii) skill, competence and work experience
  - (iii) seniority
- (d) Where such factors are relatively equal, seniority will be the deciding factor.

#### 15.03 Temporary Vacancies

Temporary vacancies anticipated to be less than three (3) calendar months in duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible to employees who are not full-time. Sick leave vacancies that are extended in limited periods of time will be considered as less than three (3) months unless the sick leave indicates a period of time in excess of three (3) months.

A vacancy that occurs for more than three (3) calendar months will be posted stating that the position is limited and will indicate the estimated duration of the temporary vacancy. Upon termination of a temporary vacancy, the employee filling the vacancy will be returned to the classification and job location in which they last worked.

#### 15.04 Trial Period

- (a) The successful applicant will be placed on trial for a period of ninety (90) days. Conditional on satisfactory performance, the position will become permanent.
- (b) A trial period is not required for lateral transfers.
- (c) The trial period may be extended with mutual agreement by the Union and Employer.
- (d) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they will be offered the following in order:
  - (i) their former position; or
  - (ii) a position within the Bargaining Unit at a rate of pay consistent with the position they held; or
  - (iii) a position in the Bargaining Unit with a rate of pay near to their former position, and will be placed on recall until the employee resumes employment at a rate of pay consistent with the position they previously held; or
  - (iv) if no position is available, the employee will be laid off in accordance with Article 16.
- (e) An employee deemed unsatisfactory in the trial period by the Employer will have the right to grieve.
- (f) When an employee is promoted to a position that has a higher wage rate, the promoted employee will be placed at the first step level in the new classification that provides the employee with an increase in salary. When an employee is successful in a position that has a lower rate of pay, the employee will be placed in the wage rate that has the lowest reduction from their previous rate of pay.

#### 15.05 Assignments

- (a) When the Employer assigns an employee to perform a position with a higher wage rate for any period, the employee will be placed at the first step level that provides the employee with an increase in salary.
- (b) When the Employer assigns an employee to perform a position with a lower wage rate, the employee will be paid their regular wage rate.

#### 15.06 Transfer Outside the Bargaining Unit

- (a) No employee will be transferred to a position outside the Bargaining Unit without the employee's consent.
- (b) If an employee is transferred to a position outside the Bargaining Unit for more than ten (10) consecutive working days, the employee's seniority will be frozen until they return to the Bargaining Unit.
- (c) The employee will continue to pay Union dues while outside of the Bargaining Unit until such time as they accept a permanent position in an out-of-scope position.
- (d) When the employee returns to the Bargaining Unit, the employee will be placed in accordance with Clause 15.04 (d).

#### 15.07 New or Changed Positions

- (a) When a new position is created, or an existing position reclassified, the Employer will set a wage rate for the position and will notify the Union within fourteen (14) days.
- (b) The Employer will provide the Union with the rationale for the rate of pay, including any funding allocations or restrictions.
- (c) If the Union disputes the wage rate, they will engage in discussion with the Employer regarding an appropriate rate. If resolution is not achieved, the Union may initiate a grievance.
- (d) If the Union claims that the duties of an existing position have been changed to an extent sufficient to alter the wage rate, the Union may submit a request in writing to the Employer specifying the changes in duties and the proposed change to the wage rate. If an agreement cannot be reached on a wage rate, the Union may initiate a grievance.
- (e) The Employer will consult with the Union when a job description is changed to adjust educational or experience requirements before posting.

#### 15.08 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of appointments will also be posted. The Union will be supplied with a copy of each posting.

#### 15.09 Criminal Record Check and Vulnerable Sector Check

Prospective, potential or new employees will provide the Employer with a satisfactory Criminal Record Check and Vulnerable Sector Check before their first shift. Employees will have their Criminal Record Check and Vulnerable Sector Check paid for, or provided, by the Employer.

### **ARTICLE 16 – LAYOFFS AND RECALLS**

#### 16.01 Definition of Layoff

A layoff will be defined as a temporary or permanent:

- (a) lack of work,
- (b) reduction in the workforce, or
- (c) a reduction in the regular hours of work as defined in this Agreement.

16.02 The Parties agree that layoffs are usually caused by economic factors and program changes.

#### 16.03 Layoff Notice

- (a) In the event of a layoff, the Employer will first meet with the Union to inform them of the layoffs, including information on the positions and employees who are expected to be laid off. The Employer will also provide the Union with a current updated seniority list and a copy of any open positions in the Bargaining Unit.
- (b) Employees will be given notice of layoff or pay in lieu of notice of layoff as follows:
  - (i) One (1) week's notice if the employee has been employed by the Employer for at least ninety (90) days but less than two (2) years.
  - (ii) Two (2) weeks' notice if the employee has been employed by the Employer for at least two (2) years but less than four (4) years.

- (iii) Four (4) weeks' notice if the employee has been employed by the Employer for at least four (4) years but less than six (6) years.
  - (iv) Five (5) weeks' notice if the employee has been employed by the Employer for at least six (6) years but less than eight (8) years.
  - (v) Six (6) weeks' notice if the employee has been employed by the Employer for at least eight (8) years but less than ten (10) years.
  - (vi) Eight (8) weeks' notice if the employee has been employed by the Employer for ten (10) years or more.
- (c) Payments In lieu of notice under this Clause will be paid in the next pay period.

#### 16.04 Layoff Procedure

- (a) Employees will be laid off in reverse order of their seniority by job classification.
- (b) Temporary Employees in the same work area who do the same or similar work as the employee(s) subject to layoff will be terminated before a Permanent Employee is laid off.
- (c) When layoffs occur, the employee(s) occupying the position(s) affected will have the right to:
  - (i) accept the layoff and be placed on the recall list, or,
  - (ii) accept a permanent layoff and be paid severance pay, or,
  - (iii) accept an open position with the Employer, or,
  - (iv) be entitled to exercise their seniority to bump a less senior employee, providing they have the skills, and qualifications to perform the work of the position they chose to select or bump into.
- (d) The employee must be able to perform the job within the trial period as defined by Clause 15.04.
- (e) If an employee is placed into a position through the procedure above, the job posting provisions of Clause 15.01 will not apply.

#### 16.05 Recall Procedure

- (a) An employee who is laid off and:
  - (i) does not have a position with the Employer that is the same or similar hours of work and/or rate of pay; or
  - (ii) has not accepted severance,will be eligible to be on the recall list for a period of twenty-four (24) months.
- (b) Employees will be recalled in the order of their seniority providing they have the skills, and qualifications to perform the work that is available.
- (c) No new employee will be hired until those laid off have been given an opportunity for re-employment, provided that the employee has the necessary skills, and qualifications to perform the work that is available.
- (d) Employees will not lose recall rights if they refuse a temporary position.
- (e) Employees who are laid off and subsequently recalled within twenty-four (24) months will maintain their original start date.
- (f) Recall offers will be made in writing, and a record will be kept of offers and employee responses.

16.06 The Employer will maintain a recall list(s) for all employees on recall and will provide the list(s) to the Union monthly with updates when there are employees on recall.

16.07 An employee who is laid off and chooses to take a position with the Employer to continue employment will have the first right to return to their former position if it becomes available.

16.08 The Employer will provide casual work to laid-off employees in order of seniority, providing they are qualified to perform the work.

A laid-off employee may refuse an offer of casual work without adversely affecting their recall status.

16.09 Benefits coverage will be extended for thirty (30) days after an employee is placed on the recall list at the cost of the Employer, with the Employer covering the cost of the Employer portion and the employee covering their portion.

16.10 Recall rights and obligations will expire upon:

- (a) an employee accepting a permanent position having the same rate of pay or greater and equivalent FTE or greater of their former position.
- (b) the expiration of the twenty-four (24) months from the date of layoff and the employee has not been recalled in whole or in part to a permanent position or accepted severance.
- (c) refusal to accept a recall to their former position in accordance with (a) above.

16.11 Employees on layoff must keep the Employer informed of their current address and telephone number.

- (a) Laid off employees who fail to keep the Employer so informed of their current address and telephone number, or who fail to return to work in within ten (10) days of receiving notice to report, will forfeit all recall and seniority rights under this Agreement, except in the event of a medical or family emergency.
- (b) In the event of a medical or family emergency, the employee will be permitted an additional ten (10) days to report to work.

16.12 Severance Pay

Severance will be paid at two (2) weeks per year of service.

## **ARTICLE 17 – WAGES AND PREMIUMS**

17.01 Pay Days

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

17.02 Critical Shift Premium

- (a) A Critical Shift premium of two dollars (\$2.00) per hour will apply to shifts that are to be filled immediately, where an employee is required to report to work within two (2) hours.
- (b) Shifts that have been posted on the schedule for pick up for longer than two (2) days will not count as a critical shift.

- (c) This will be added on top of any other premiums that apply to the shift time.
- (d) The Employer may, at their discretion and with reasonable application, apply the critical shift premium to shifts that do not meet the parameters of this Clause.

#### 17.03 Weekend Premium

- (a) A weekend premium of one dollar (\$1.00) per hour will apply to shifts which commence or finish on a weekend, as per Clause 3.12.
- (b) Weekend Premium will be added to the regular rate of pay applicable to the work the employee is performing at the time and will apply to all hours worked on a shift, including all hours worked outside the above hours.
- (c) Weekend Premium will be in addition to the regular Critical Shift Premium described in Clause 17.02.

#### 17.04 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer on the next pay period after the Employer and/or the employee is notified. It will be the responsibility of the Employer to amend and pay for any payroll errors.

#### 17.05 Recovery of Overpayments

Where an employee has been overpaid, the Employer may recover the amount of overpayment from the employee's wages, if completed within 3 months of the overpayment using the following procedure.

- (a) The Employer will meet with the employee and a Union Representative to confirm in writing:
  - (i) the calculation of the amount of overpayment; and
  - (ii) how the overpayment will be recovered from the employee's pay.
- (b) If the overpayment is recovered by installments deducted from the employee's pay, the deductions will not reduce the employee's normal weekly earnings below eighty-five percent (85%), unless the employee expressly wishes to repay the overpayment at a higher rate of deduction.

## **ARTICLE 18 – HOURS OF WORK**

### **18.01 Normal Hours of Work**

#### **(a) Non-Call Agents**

- (i) The normal hours of work for Full-time Employees will be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) consecutive hours, Monday to Friday.**
- (ii) The normal hours of work for Part-time Employees will be less than thirty-two (32) hours per week, as per Clause 3.05.**

#### **(b) Call Agents**

- (i) Full-time hours for call agents will be thirty-two (32) hours per week or more.**
- (ii) Part-time hours for call agents will be less than thirty-two (32) hours per week, as per Clause 3.05.**

### **18.02 Shift Distribution**

#### **(a) Available shifts will be offered in the following order:**

- (i) Casual Employees**
- (ii) Part-time Employees**

#### **(b) The Employer agrees that full or partial shifts may be offered based on operational needs defined by the Employer.**

#### **(c) It will be the responsibility of the Employer to find coverage for all vacant shifts.**

#### **(d) The Employer will not temporarily change a Permanent Employee's rotation prior to the rotation schedule being posted in accordance with Clause 17.05. Should the rotation change after the schedule is posted, then the employee will receive the applicable overtime rate for all hours worked during the first shift of the change.**

#### **(e) The Employer will not temporarily change an employee's shift with less than four (4) calendar days' notice. Should the employee's shift be changed with less than four (4) calendar days' notice, the employee will receive the applicable overtime rate for all hours worked during the shift.**

- (f) All permanent changes to an employee's rotation, shift, or both, will first be discussed with the employee and the Union prior to implementation with at least thirty (30) days' notice. In the absence of consensus, the Employer will still proceed with the changes.
- (g) Unless given fourteen (14) calendar days' advance notice of the change, an employee required by the Employer to work a scheduled day off will receive the applicable overtime rate.
- (h) Employees may exchange shifts and/or days off with employees in the same classification, provided that:
  - (i) both affected employees submit the request in writing, giving five (5) days' notice in advance;
  - (ii) the Employer approves the exchange;
  - (iii) operational efficiency is not disrupted;
  - (iv) there is no increased cost to the Employer;
  - (v) the shift schedule will be amended by the Employer to reflect the shifts being exchanged;
  - (vi) exchanges by employees will not incur overtime; and
  - (vii) any request for shift exchange will be responded to by the Employer. Such approval will not be unreasonably withheld.

Notwithstanding the above, where an employee requests to exchange start times with another employee on the same day, the employees involved in the change will notify the Employer as soon as possible prior to the start time of the earliest shift.

### 18.03 Weekends Off

- (a) Days off will be planned in such a way as to equally distribute free weekends.
- (b) A Full-time Employee will receive at least one (1) weekend off (Saturday and Sunday) in every four (4) week period.
- (c) A Part-time Employee will not be required to work more than two (2) weekends in a row unless mutually agreed.

#### 18.04 Meal Period and Rest Periods

##### (a) Non-Call Agent Employees

- (i) Employees working an eight (8) hour shift will be entitled to two (2) fifteen (15) minute paid rest periods and one (1) one (1) hour unpaid meal break.
- (ii) Employees working less than five (5) hours will be entitled to one (1) fifteen (15) minute paid break.
- (iii) Employees working five (5) hours or more will be entitled to one (1) unpaid thirty (30) minute meal break and 1 paid fifteen (15) minute break.

##### (b) Call Agent Employees

- (i) Employees working an eight (8) hour shift will be entitled to two (2) paid fifteen (15) minute rest periods and one (1), one (1) hour paid meal break.
- (ii) Employees working shifts of six (6) hours or less will receive one (1) paid meal break of thirty (30) minutes and one (1) paid rest period of fifteen (15) minutes.
- (iii) Employees working shifts of four (4) hours or less will receive one (1) paid rest period of 15 minutes.

#### 18.05 Notice of Schedule

The rotation schedule showing the hours and days for each employee will be posted at least four (4) weeks in advance.

#### 18.06 Shift Length and Time Between Shifts

- (a) No shift will be less than four (4) hours or more than twelve (12) hours.
- (b) There will be no split shifts.
- (c) There will be a minimum of twelve (12) hours off between shifts. If an employee has worked overtime that will put them in violation of this Clause, the employee may choose either:
  - (i) To work the regular time of the next shift at the overtime rate, or,

- (ii) Start work at the time allowing twelve (12) consecutive hours off, with any regular shift time missed paid at the regular rate.

#### 18.07 Flex Time

- (a) In consultation with the appropriate supervisor and with the approval of the Program Manager and Executive Director, an employee may be allowed to modify their work week to enable the employee to accumulate seven (7) hours of straight work time per month in order to take off one additional day during the month.
- (b) Flex time will be approved if it does not disrupt service or employee or work team requirements. If flex time cannot be granted as time off as requested by the employee, it will be paid out as straight time hours.
- (c) The flex day must be taken no later than thirty (30) days after the seventh (7<sup>th</sup>) hour has been accumulated.
- (d) The Employer retains the right to cancel an employee's flex day with at least forty-eight (48) hours' notice.
- (e) Flex time is not overtime and overtime cannot be used as flex time.
- (f) Any existing flex time agreements at the time of signing this Agreement will be maintained.

#### 18.08 Employee Initiated Status Change

- (a) An employee requesting to change status from full-time to part-time, will only be accommodated should a position be available.
- (b) An employee requesting to change status from full-time to casual or part-time to casual will only be accommodated should a position be available and will not be unreasonably denied.

### **ARTICLE 19 – OVERTIME**

#### 19.01 Definition of Overtime

- (a) Overtime is all time authorized by the Employer and worked by an employee in excess of normal full-time or part-time hours or on the scheduled days off.
- (b) Except in crisis situations, all overtime must be approved in advance by the employee's immediate supervisor.

- (c) Overtime work will be paid at no less than one and a half the employee's regular rate of pay (1.5x) unless a higher rate is specifically stated, then the overtime will apply to that rate.

#### 19.02 Overtime Opportunities

Overtime opportunities for full or partial shifts will be offered and divided equally to employees who are most senior, willing, and qualified to perform the available work. The Employer will document calls or requests to employees to work overtime, and whether the employee agreed or declined.

#### 19.03 All rates included

All pay for work as outlined in this Collective Agreement, including premiums, will be considered as part of the regular rate of pay for an employee who is working overtime.

#### 19.04 Reporting Pay

An employee reporting for work for a shift as scheduled will be paid their regular rate of pay for a minimum of three (3) hours of pay.

#### 19.05 Standby Pay

- (a) Standby opportunities will be divided equally among the employees who are willing and qualified to perform the available work.
- (b) Where the Employer requires an employee to be available on standby during off-duty hours, excluding General Holidays, the employee will be entitled to three (3) hours of Standby Pay, for each scheduled workday, Monday through Thursday and four (4) hours of Standby Pay, Friday through Sunday.
- (c) Where an employee is required to be available on standby on a General Holiday the employee will be entitled to five (5) hours of Standby Pay.

#### 19.06 Overtime Meal Breaks

An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work will receive an additional meal break of one-half hour ( $\frac{1}{2}$ ) with pay so that they may take a meal break either at or adjacent to their place of work.

19.07 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer. If the employee is unable to utilize the lieu time within thirty (30) days of being earned, it will be paid out in the next pay period.

19.08 No Lay-Off to Compensate for Overtime

There will be no layoff of regular hours to equalize any overtime the employee has worked.

19.09 An employee may accumulate no more than fourteen (14) hours of overtime without prior approval.

**ARTICLE 20 – GENERAL HOLIDAYS**

20.01 General Holidays

The Employer recognizes the following as General Holidays:

- (a) New Year's Day – January
- (b) Family Day – February
- (c) Good Friday – March/April
- (d) Easter Monday – March/April
- (e) Victoria Day – May
- (f) Canada Day – July 1
- (g) Civic Holiday – August
- (h) Labour Day – September
- (i) National Day for Truth and Reconciliation – September 30
- (j) Thanksgiving Day – October
- (k) Remembrance Day – November 11
- (l) Christmas Day – December 25

(m) Boxing Day – December 26

And any other day proclaimed or announced by the Employer, or Provincial Government will be recognized by the Employer as a General Holiday.

20.02 Cultural Holidays

In recognition of the Parties' commitment to multiculturalism, and recognizing the cultural diversity amongst the staff, the Employer agrees that employees can use vacation time, personal time or flex time for this purpose. Unpaid personal time may be requested if paid time is not available. Requests will not be unreasonably denied.

20.03 General Holiday Qualifications

- (a) To be entitled to receive payment for these General Holidays, the employee must work their regular scheduled shift immediately preceding or the following the General Holiday unless on a leave of absence or absent due to illness.
- (b) Temporary and Casual Employees who have worked for thirty (30) days receive payment on a prorated basis for those General Holidays that fall within their period of employment.

20.04 Payment for General Holidays

- (a) An employee who is required to work on any of the above-named General Holidays, in whole or in part, will receive pay at the rate of one and a half times (1.5x) of the employee's regular hourly rate for every hour worked.
- (b) Holiday pay is payable for the entire shift where any part of the shift is worked on the General Holiday.

20.05 Super-Statutory Holiday

An employee who works on Christmas Day will be paid all hours worked on the General Holiday at two times (2x) their regular rate of pay.

20.06 General Holidays During Vacation or Leave

- (a) If a General Holiday is observed on a normal workday during an employee's vacation period, they will receive an additional day of vacation at a mutually agreeable time.
- (b) If a General Holiday falls on or is observed during an employee's authorized leave period, that day will count as a day of leave.

## 20.07 Personal Floater Days

All Permanent, Full-time and Part-time Employees will be entitled to two (2) paid personal floater days per fiscal year, which will be scheduled off on days mutually agreed to between the employee and the supervisor.

New employees will be entitled to one (1) paid personal floater day upon successful completion of their probationary period.

Personal floater days must be taken by the end of the last pay period of the fiscal year and cannot be carried over unless otherwise mutually agreed between the Employer and the employee. Personal floater days are not paid out on termination of employment.

## **ARTICLE 21 – VACATION**

### 21.01 Length of Vacation

Every Permanent Employee will be entitled to an annual vacation or payment in lieu thereof. The amount of vacation time accrued is determined by the employee's length of service as follows:

- (a) An employee will be allowed three (3) weeks' paid vacation (Casual Employees will receive six percent (6%) of regular rate of pay in lieu of vacation time) in the calendar year when their first (1<sup>st</sup>) anniversary falls.
- (b) An employee will be allowed four (4) weeks' paid vacation (Casual Employees will receive eight percent (8%) of regular rate of pay in lieu of vacation time) in the calendar year in which their fourth (4<sup>th</sup>) anniversary falls.
- (c) An employee will be allowed five (5) weeks' paid vacation (Casual Employees will receive ten percent (10%) of regular rate of pay in lieu of vacation time) in the calendar year in which their eighth (8<sup>th</sup>) anniversary falls.
- (d) An employee will be allowed six (6) weeks' paid vacation (Casual Employees will receive twelve percent (12%) of regular rate of pay in lieu of vacation time) in the calendar year in which their twelfth (12<sup>th</sup>) anniversary falls.
- (e) An employee will be allowed one (1) additional week of paid vacation (an additional two percent (2%) of regular rate of pay) for each five (5) years of service to be granted in their anniversary year.

- (f) Vacation for Full-time and Part-time Employees will be accrued in their first year of employment and cannot be used until end of probation period or at the discretion of the Employer.
- (g) Employees on probation are not normally entitled to take vacation during the probationary period. Probationary Employees who are approved for vacation will have the time added to their probationary period.

#### 21.02 Carry-Over of Vacation

Employees will be allowed to carry-over paid vacation time into the next calendar year to a maximum of twelve (12) days.

#### 21.03 Vacation Scheduling

- (a) Preference of scheduling for vacation will be based on seniority in order of their preference and, in the case of equal seniority, the first submitted will be given preference.
- (b) Vacation requests submitted within the submission window will not be unreasonably denied.
- (c) Vacation dates will be requested by February 1<sup>st</sup> for the period of April 1<sup>st</sup> to September 30<sup>th</sup>, and by August 1<sup>st</sup> for the period of October 1<sup>st</sup> to March 31<sup>st</sup>.

Employees are encouraged to provide first, second and third choice requests for vacation.

- (d) The Employer will respond in writing with approvals or denials to vacation requests no later than February 14<sup>th</sup> for the period of April 1<sup>st</sup> to September 30<sup>th</sup>, and no later than August 14<sup>th</sup> for the for the period of October 1<sup>st</sup> to March 31<sup>st</sup>.
- (e) The Employer will post the vacation schedule so that all employees can access it and will send it to all employees via email by February 28<sup>th</sup> for the period of April 1<sup>st</sup> to September 30<sup>th</sup> and August 30<sup>th</sup> for the period of October 1<sup>st</sup> to March 31<sup>st</sup>. The vacation schedule will also provide scheduled staff coverage for vacation periods.
- (f) All other vacation requests will be responded to within fourteen (14) calendar days from the date of submission.
- (g) Employees who have vacation that is denied will be given an opportunity, in order of seniority, to choose vacation from the remaining available time slots.

(h) Vacation requests made outside the stated submission windows will not be unreasonably denied and will be responded to within fourteen (14) calendar days.

(i) Approved vacation will not be rescinded.

#### 21.04 Unbroken Vacation Period

An employee will be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

#### 21.06 Vacation Pay on Termination

When employment terminates, the employee will receive vacation pay in lieu of the unused period of vacation entitlement.

### **ARTICLE 22 – SICK LEAVE**

#### 22.01 Sick Leave Defined

Sick leave means the period an employee is permitted to be absent from work with full pay because of illness, to provide care for members of their immediate family as a result of illness, or to attend to their own health maintenance through scheduled appointments.

#### 22.02 Amount of Sick Leave

Sick leave will be earned at a rate of one and one quarter (1 ¼) days for every month of employment.

#### 22.03 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a medical certificate, certifying that the employee was unable to carry out their duties due to illness.

#### 22.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off and returns to work upon expiration of a leave of absence, etc., they will not receive sick leave credit for the period of the absence, but will retain their cumulative credit, if any, existing at the time of the leave or lay-off.

## **22.05 Accumulation and Payment of Sick Leave**

Accumulation of sick leave will be limited to a maximum of thirty (30) days.

## **22.06 Notification to Employer**

Employees who may be absent from duty due to illness or injury, will notify the immediate supervisor or designate as soon as possible, prior to the commencement of the scheduled shift whenever possible.

## **22.07 Gender-Affirming Care Leave**

- (a) An employee may request a leave of absence using their sick leave credits for the employee to access physical or psychological gender-affirming care (including medical or non-medical procedure(s)).
- (b) The Employer reserves the right to request medical or other documentation to support the request for leave under this Clause.
- (c) This leave can be taken as part days, full days, or periods of more than one (1) day. If an employee takes a part day leave, it will not be counted as a full day.
- (d) The Employer will endeavour to protect the privacy and confidentiality of employees accessing gender-affirming care leave, including prohibiting anyone from sharing information about an employee's identity, orientation, or expression without the express permission of the individual.
- (e) Employees on such leave will be reinstated to their former position upon return from leave.
- (f) During the period of gender-affirming care leave, the Employer will continue to pay for the Employer portion of the benefit contributions for this leave, and the employee continues to pay their contribution.
- (g) During the period of gender-affirming care leave, the employee will continue to accrue seniority.
- (h) When paid sick leave entitlements under this Article have been exhausted, an employee may use other entitlements in accordance with the Collective Agreement. When all paid leave entitlements are exhausted, the employee will be provided a job-protected unpaid leave of absence.

## **ARTICLE 23 – LEAVES OF ABSENCE**

### **23.01 Birth and Parental Leave**

- (a) Birth and Parental Leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Birth and Parental Leave requests will be in writing and will state the last day to be worked and the expected date of return to work.
- (b) Employees on a Birth or Parental Leave will continue to accrue seniority.
- (c) When an employee is off work on a Birth or Parental Leave, the Employer and employee will continue to make the premium payments for the benefit plans in which the employee is enrolled before the commencement of the leave.
- (d) Employees returning from a Birth or Parental Leave will return to their former position.

### **23.02 Bereavement Leave**

- (a) For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender.
- (b) A Permanent Full-time or Part-time Employee may use up to five (5) workdays' leave without loss of pay or benefits for bereavement in the death of any of the following relations of the employee or their partners:
  - (i) parent, stepparent, or guardian;
  - (ii) current partner, including fiancé(e);
  - (iii) siblings, including stepsiblings;
  - (iv) child, foster, legal ward or stepchildren;
  - (v) loss of pregnancy;
  - (vi) a parent of the employee's minor or disabled children;
  - (vii) a sibling's child or children (niece or nephew);
  - (viii) aunt, uncle;
  - (ix) sibling-in-law;

- (x) child-in-law;
  - (xi) grandchild, including great-grandchild;
  - (xii) grandparent, including great-grandparents; and
  - (xiii) an Indigenous Elder designated as such by the employee's Indigenous community.
- (c) Up to one-half working day of bereavement leave with pay may be granted to employees to attend the funeral of someone other than immediate family.
- (d) The leave will be taken:
- (i) on regularly scheduled consecutive workdays immediately following the death; or
  - (ii) the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service, or celebration of life scheduled at a later date.
- (e) Additional days without pay, or the ability to use vacation leave will not be withheld for employees who travel outside of the country for Bereavement Leave.

#### 23.04 Accommodation of Spiritual or Cultural Observances

The Parties agree to make every reasonable effort to accommodate an employee for them to attend or participate in spiritual or cultural observances required by faith or culture. Employees may use a Personal Floater Day, vacation or flex time for this purpose.

#### 23.05 Ceremonial Leave

Employees wishing to take part in a traditional Indigenous ceremony(ies) such as a Sundance or healing ceremony, will be allowed to use a Personal Floater Day, vacation or flex time for this purpose.

#### 23.06 Elections

- (a) The Employer will grant, on written request, leave of absence without pay for employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election, for a maximum period of ninety (90) days.

- (b) Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four (4) consecutive clear hours of paid leave during the hours in which the polls are open in which to cast their ballot.
- (c) Employees elected to a public office will be provided an unpaid leave of absence for two (2) years, which may be extended in the event of re-election.

#### 23.07 Court Appearance

- (a) If an employee is summoned for jury duty, the employee will be paid the difference between normal earnings and the payment received for jury duty. This excludes payments for travelling, meals or other expenses.
- (b) If an employee receives a summons or subpoena to appear as a witness in a court proceeding, they will be paid the difference between normal earnings and any payment received for witness duty.
- (c) If an employee is involved in a court proceeding, other than for jury or witness duty, overtime, flex time, vacation or a leave of absence may be utilized. Any further leave must be approved by the supervisor.
- (d) If an employee is required to attend court due to a work-related situation, they will earn full pay for the duration of the court proceeding.

#### 23.08 Union Leave

- (a) Union Leave will be granted for:
  - (i) an employee elected, selected, or appointed as a delegate to Union conventions, seminars, or training sessions.
  - (ii) an employee elected, selected, or appointed to be a full-time or part-time official of the Local Union.
  - (iii) an employee elected to a full-time position in a national or provincial labour organization to which the Local Union is affiliated or chartered, for a period of up to two (2) years and extended in the event of re-election.
  - (iv) full-time duties with CUPE National for a period of time and extended with application to the Employer.

- (b) Union Leaves of absence in this Clause will be granted with seven (7) days' written notice of the employee to the Employer. Where Union business is regularly scheduled or known in advance, the employee or Union will give written notice to the Employer as soon as they are aware. The Employer may waive any portion of the notice period.
- (c) Employees on Union Leave will continue to accrue seniority, sick leave credits, vacation credits, and any other accrual as if they were regularly at work.
- (d) Employees returning from Union Leave will return to their former position, or an equivalent position if their position no longer exists.
- (e) The Employer will continue to pay the full wages and benefits of the employee on leave in this Clause and will be reimbursed by the Union upon the Employer providing a full invoice of the cost to the Union.

#### 23.09 Unpaid Leave of Absence

- (a) Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness.
- (b) The employee must give at least one (1) month's notice.
- (c) The Employer will make every effort to comply with an employee's request for such leave.
- (d) The response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated.
- (e) Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.
- (f) However, vacation entitlements, sick leave credits and seniority will not accumulate during an unpaid leave of absence.
- (g) Medical, dental and other insurance coverage under this Agreement will continue if the employee pays the employee portion of the benefits and the Employer will continue the Employer portion.
  - (i) If payment is not received from the employee within thirty (30) days of being notified of the amount the coverage will be terminated.
- (h) The Employer will not unreasonably deny a request for unpaid leave and will consider personal, cultural, or family circumstances.

### 23.10 Employment Standards Leaves

The Employer will provide the web link(s) to the King's Printer for the appropriate legislation via e-mail. The Employer will not deny an employee such legislated entitlement. Including but not limited to:

- (a) Citizenship Ceremony
- (b) Compassionate Care
- (c) Critical Illness
- (d) Death or Disappearance of a Child
- (e) Domestic Violence Leave
- (f) Long-term Illness or Injury
- (g) Personal or Family Responsibility
- (h) Reservist (service)

## **ARTICLE 24 – EMPLOYEE BENEFITS**

### 24.01 Disclosure of Information

The Employer will provide a brochure describing all benefit plans to all employees and the Union.

### 24.02 Benefit Coverage

The Employer will pay seventy five percent (75%) of the premiums of the following benefit plans for all eligible employees and their dependants.

- (a) Alberta Health Care (or another similarly named plan)
- (b) Extended Health Care including:
  - (i) Prescription Drug Plan
  - (ii) Dental Benefits Plan
  - (iii) Hearing Aids
  - (iv) Orthotics

(c) Paramedical Benefits – to help enhance employee health and fitness, the Employer agrees to pay the premiums for the following paramedical services up to five hundred dollars (\$500.00) per person per calendar year, per specialty:

- (i) Chiropractor
- (ii) Osteopath
- (iii) Chiropodist/Podiatrist
- (iv) Naturopath/Homeopath
- (v) Speech Therapist
- (vi) Massage Therapist
- (vii) Acupuncture
- (viii) Christian Science Practitioner

The Employer agrees to pay the premiums for the following paramedical services up to two thousand dollars (\$2,000.00) per person per calendar year, per specialty:

- (i) Physiotherapist / Physical Rehabilitation Therapist
- (ii) Psychologist/Social Worker/Registered Clinical Counsellor/Psychotherapist/

(d) Employee Family Assistance Plan (EFAP)

(e) Out-of-province medical coverage.

(f) Semi-Private Hospital coverage or equivalent.

(g) Disability plans:

- (i) Long-Term Disability

(h) Insurance Plans:

- (i) Life Insurance
- (ii) Accidental Death and Dismemberment

(i) Health Spending Account

(i) Individual Coverage – two hundred and fifty dollars (\$250.00) per calendar year

(ii) Family Coverage – five hundred dollars (\$500.00) per calendar year

24.03 Employee and Family Assistance Program (EFAP)

The Employer will maintain an Employee and Family Assistance Program during the term of the Collective Agreement.

24.04 Changes to Benefits

The Parties agree that the benefit plans may only be altered or amended. The Union will be consulted for review and input.

24.05 Change of Carriers or Providers

It is understood that the Employer may at any time substitute another carrier or provider for any plan, provided the benefits remain the same, at the same levels including levels of service. The Union will be consulted for review and input.

24.06 Overage Dependents

Extended health and dental benefit coverage are extended to dependent children up to age twenty-six (26), who are enrolled full-time at a recognized educational institution.

24.07 Continuation of Benefits

The Employer will continue to pay its cost for insured benefit plans, and the employee will continue to pay their cost, as follows:

- (a) While on a paid or unpaid leave of absence
- (b) While on pregnancy and parental leave
- (c) While absent due to illness
- (d) While on recall

#### 24.08 Pension Plan

The Employer agrees to enrol all employees into a registered pension plan after six (6) months of continuous service for Full-time Employees and after twenty-four (24) months of continuous service for Part-time Employees.

### **ARTICLE 25 – WORK OF THE BARGAINING UNIT**

#### 25.01 Contracting Out

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) The Employer does not have employees who perform the work or are qualified in the work; or
- (c) An emergency exists, but only for the shortest amount of time required for Bargaining Unit employees to take on or be hired to do the work,

provided such action would not result in the layoff of any Bargaining Unit employee or reduction in the hours of work of any Bargaining Unit employee.

#### 25.02 Employment Assistance Placements

Practicum students will not replace the regular employee complement, nor replace an employee's regular shift. Practicum students are not required to pay Union dues and are not members of the Union. These students will shadow existing Bargaining Unit employees or exempt supervisory personnel.

#### 25.03 Technological Change

##### (a) **Definition**

Technological change refers to new or major updates to the use of equipment, systems, or work methods that are significantly different from past practices and substantially affect how work is performed or assigned, especially when they have a real impact on Bargaining Unit employees.

**(b) Advance Notice**

When the Employer is considering the introduction of a significant technological change, they agree to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made. At a minimum, the Employer will give notice of the technological change to the Union at least sixty (60) days prior to the date on which the technological change is to be effected.

Such notice will be in writing and will include at least the following information:

- (i) A detailed description of the technological change
- (ii) The rationale for the technological change
- (iii) The date on which the Employer proposes to effect the technological change
- (iv) The effect(s) that the technological change is likely to have on the terms and conditions or security of employment of employees
- (v) Names and positions of employees likely to be affected by the technological change
- (vi) The impact(s) of the technological change on residents, clients, public service users, customers, students, etc.

**(c) Training**

Should significant technological change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of their position or a new position created by the change, the affected employee will receive the required on-the-job-training or, if the Employer deems necessary, training elsewhere at the cost of the Employer during work hours with full pay.

**(d) Job and Income Protection**

- (a) An employee whose job is changed or who is displaced from their regular position because of technological change will suffer no reduction in earnings and will remain employed in a position covered by this Collective Agreement if they possess the qualifications and skills for the remaining work.

- (b) The employee who is displaced will be considered before posting any vacancy that becomes available provided the employee meets the qualifications and skills for the position.
- (c) Employees who do not have the qualifications or skills for remaining work or vacancies will be laid off in accordance with Article 15.

#### 25.04 Successorship

- (a) In the event the operation/management of the Canadian Mental Health Association – Edmonton Region changes from the current operation, or in the event a private company or society assumes operation/management, the Alberta Labour Relations Board will determine the common Employer/government. In any of the noted instances, the new Employer will maintain the entirety of this Collective Agreement, unless the new working conditions/ Collective Agreement is superior to this Agreement. All employees will have their seniority, years of service, vacation, and sick leave benefits protected before the action takes place. All employees covered under this Collective Agreement will be retained in good standing.
- (b) The Employer will notify the Union and the employees in writing at least one hundred and twenty (120) calendar days in advance of any change from the current operation, or in the event a private company or society assumes operation/management.

### **ARTICLE 26 – VOLUNTEERS**

26.01 Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Employer to meet its objectives.

Volunteers will be accepted at the workplace under the following conditions:

- (a) Volunteers will not be paid a salary by the Employer.
- (b) That volunteers are made aware that they are working in a Unionized environment where a Collective Agreement is currently in force.

26.02 The Employer agrees:

- (a) Members of the Bargaining Unit will not, at any time, be replaced either permanently, temporarily, or casually with volunteers.
- (b) That no employee will be laid off as a result of the Employer utilizing the services of volunteers.

- (c) That no position will be excluded from, or lost to, the Bargaining Unit as a result of the Employer utilizing the services of volunteers.
- (d) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities for members of the Bargaining Unit.
- (e) Shift hours will not be reduced as a result of the use of volunteers.
- (f) That volunteers will not participate or take part in the discipline of members of the Bargaining Unit.

26.03 Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems will be subject to the grievance and arbitration procedures.

## **ARTICLE 27 – HEALTH AND SAFETY**

27.01 The Employer and the Union agree to fully co-operate in the matter of occupational health and safety, in accordance with the *Occupational Health and Safety Act (Alberta)*, “the Act”.

The Parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being concerning working conditions.

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace to prevent accidents, injury, and illness, and to promote the health and safety of all employees.

As a result, all efforts will be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees.

27.02 The Act provides detailed information regarding the four rights of workers which are:

- (a) the right to participate in health and safety activities;
- (b) the right to refuse unsafe work;
- (c) the right to be informed of worksite hazards; and,
- (d) the right to work without fear of discipline or reprisal for exercising rights under the Act.

### 27.03 Joint Health and Safety Committee

- (a) A Joint Health and Safety Committee will be established according to the Act.
- (b) The committee will meet no less than on a quarterly basis during the calendar year.
- (c) The Union and Employer chairpersons will alternate presiding over meetings.
- (d) The Bargaining Unit will have equal representation with the Employer, as per the Act.
- (e) Training will be provided for committee members to be “Certified members” as defined in the Act.
- (f) The Union and the Employer agree that attendance at the Joint Health and Safety Committee meetings is mandatory and that meetings will be held during the standard work week.
- (g) Employees will be paid at their regular rate of pay for the time spent in attendance at a meeting of this Committee or duties flowing from this Committee, such as investigations or inspections.
- (h) Once the Chairpersons agree on the final copy of the minutes, all Committee meetings minutes will be posted in an area accessible to employees.
- (i) The Committee will develop and maintain Terms of Reference.
- (j) The Committee will make written recommendations, co-signed by the Chairpersons, based on the consensus to the Employer for health and safety issues or concerns arising in the workplace. If consensus cannot be reached, either co-chair of the committee may make written recommendations to the Employer.
- (k) A Chairperson will notify the Union President in the event of a workplace incident, accident or illness that requires or required an investigation.

### 27.04 Psychological Safety

- (a) The Employer affirms the value and importance of psychological safety for employees in the workplace.

- (b) The Employer commits to conducting an annual survey that evaluates psychological health and safety in the workplace and informs responses to areas of significant concern.
- (c) The Joint Health and Safety Committee will review the results of the annual survey.
- (d) The JHSC will make written recommendations to the Employer based on the annual survey results co-signed by the Chairpersons, in accordance with Clause 25.03 (j).

#### 27.05 Union Notification

The Union Chairperson of the Joint Health and Safety Committee and the Local President will be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(es) that are work-related and require a committee investigation. For further clarity incidents that did or could have led to lost time injuries, fatalities or illness will be investigated by the committee.

### **ARTICLE 28 – DUTY TO ACCOMMODATE**

28.01 It is recognized that the Employer, the Union, and the affected employee(s) have a duty, subject to such exceptions as set out in the *Alberta Human Rights Act*, to accommodate employees for all protected grounds cooperatively and reasonably to the point of undue hardship. The goal of accommodation is to recognize employees' capabilities and to remove barriers to returning to work or remaining at work.

28.02 Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All Parties will ensure that an employee's medical information is kept confidential and is not shared with any other person that is not directly involved in the accommodation process, unless required by law.

#### 28.03 Accommodation Meetings

The employee and Union Representative who attend an accommodation meeting will be released from duty without loss of pay.

## **ARTICLE 29 – FEES, ALLOWANCES, CLOTHING AND EQUIPMENT**

### **29.01 Mileage Allowance**

- (a) When employees are required by the Employer to use their vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the per kilometre rate as set by the Employer. The rate will not be reduced from the rate as of ratification of this Agreement (\$0.68 per kilometre).
- (b) The Employer will reimburse employees in respect of obtaining insurance for the use of personal vehicles in the performance of duties for the Employer ("business insurance"), up to a maximum of one hundred dollars (\$100.00) per fiscal year.
- (c) When calculating the distance where a trip begins at home, the distance charged will be lesser from home or office to the designated location.

### **29.02 Professional Fees**

The Employer will reimburse eligible employees for whom the designation is required for their position for associated professional or licensing fees that employees are required to pay by either statute or the Employer. The fees will be remitted directly to the licensing body or professional organization where possible.

### **29.03 Education**

- (a) The Employer agrees to pay all costs associated with training or courses required by the Employer.
- (b) No employee will suffer loss of wages or benefits while participating in such training or courses.
- (c) In-service education, workshops and seminars will be provided within normal working hours whenever possible.
- (d) The Employer will provide in a suitable location such reference materials as may be required in relation to maintaining up-to-date knowledge.
- (e) Where an employee's attendance is required at an in-service, seminar or workshop, outside normal working hours, the employee will be paid in accordance with the Collective Agreement.
- (f) No employee will suffer loss of pay or incur costs while writing examinations or tests required by the Employer.

#### 29.04 Personal Protective Equipment Allowance

The Employer will provide all personal protective equipment or equipment required to perform duties.

#### 29.05 Safety Footwear Allowance

The Employer will provide a footwear allowance of one hundred and fifty dollars (\$150.00) every two (2) years to all employees required by the Employer to wear CSA-approved safety footwear.

### **ARTICLE 30 – TRAINING AND EDUCATION**

30.01 The Employer is committed to maintaining a highly skilled and knowledgeable workforce through a work environment that is supportive of training and development opportunities. Time spent in training will be time worked, as it relates to all provisions of this Collective Agreement. The employee will be provided time to complete any mandatory training required by the Employer within three (3) weeks of the training being assigned.

30.02 The Employer will provide and schedule all mandatory training to employees as needed without cost to the employee and during regular work time, if available. Mandatory training includes training that:

- (a) is necessary to meet legislated requirements or regulations.
- (b) is required to maintain accreditation or is identified in the employees' job description.
- (c) is safety training.
- (d) ensures the employee continues to meet the technical competency of their job function(s).

30.03 The Employer will provide fifteen (15) days' notice if mandatory training is scheduled outside of regular working hours. Hours worked for this training will be paid at the required rate in accordance with this Agreement.

30.04 The Employer will allow employees opportunities for optional training and professional development opportunities that:

- (a) are deemed beneficial by the Employer to the employee's current job duties.
- (b) enhance the performance of a particular competency.

(c) increases the operational efficiency of the Employer.

Optional training opportunities may be provided in-house by the Employer, externally by a provider, or requested by an employee from an outside source.

Employees will receive up to three hundred dollars (\$300) per fiscal year for the purposes of professional development. Extra funding for professional development may be approved by the Employer on a case-by-case basis, up to an additional two hundred dollars (\$200).

The maximum paid days allotted for professional development will be five (5) annually.

30.05 The Parties agree to implement educational opportunities for all employees to deal with misconceptions and dispel myths about Indigenous People. This will include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a harassment-free environment.

30.06 The Employer will provide mandatory anti-oppression educational training for all employees.

## **ARTICLE 31 – RETROACTIVITY**

31.01 There will be no retroactive application on any of the resulting amendments to the Collective Agreement except as expressly provided for in this Article.

31.02 Retroactive pay will be paid to all employees who are on the payroll on the day of ratification (February 3, 2026), except those employees whose wages are red-circled or whose wages are otherwise frozen. Retroactive pay will be for all regular hours worked since April 1, 2025, to the date of ratification (February 3, 2026).

31.03 Employees who terminated their employment before the date of ratification (February 3, 2026) will be entitled to retroactivity. The Employer will pay the retroactive wages within ninety (90) days following ratification of the employee's last known banking information, unless otherwise notified.

31.04 Retroactive payment, if applicable, will be made as soon as practicable following the date of ratification (February 3, 2026) of this Collective Agreement and will only be paid for the following:

(a) Actual hours worked

(b) Vacation leave taken during the period specified above

(c) Paid General Holidays

(d) Any other approved leave with pay, except Short-term Disability, Long-term Disability, and Workers' Compensation

**SIGNED FOR THE EMPLOYER**

 \_\_\_\_\_

Giri Puligandla, Executive Director

 \_\_\_\_\_

Gail Haynes, Senior Director,  
Programs and Operations/Lead Negotiator

**SIGNED FOR THE UNION**

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Adam Roskewich, Local 1099 President

 \_\_\_\_\_

Stephanie Lustig,  
National Representative/Lead Negotiator

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Aiden Zaretski, National Representative

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Hillary Cosman, Committee Member

 \_\_\_\_\_

Payton Crowshaw, Committee Member

 \_\_\_\_\_

Megan Armstrong, Committee Member

## **Schedule A “Wages”**

Lump sum payment equivalent to 2% in lieu of retro from April 1, 2025, to date of ratification (February 3, 2026).

Date of Ratification (February 3, 2026) – 2.5% increase to the wage grid

April 1, 2026 – 2% increase to the wage grid

April 1, 2027 – 2% increase to the wage grid

Progression on the wage grid will be based on an employee’s original date of hire for all employees except Casual Employees. Date of hire will be considered as the date of hire for a permanent position, or as calculated from casual hours.

Progression will happen annually for Permanent Employees regardless of the number of hours worked and regardless of classification in which hours are worked.

Casual Employees will progress one increment for each one thousand (1,000) hours worked in any position with the Employer and this progression will apply to all positions worked. Casual Employees can only progress one increment per year.

<b>Wage Grid to Date of Ratification (February 3, 2026) (\$/hour)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Team Lead Practitioner Clinical Team Lead Payroll & Finance Team Lead, Suicide Grief Support	36.39	37.29	38.00	38.84	39.71	40.60	41.51	42.46	43.60
Team Lead Day 211 Quality Assurance Coordinator 211 Training & Implementation Lead Quality Assurance Lead Team Lead, Scheduling and Accreditation Accounting Lead Team Lead 211 Training	26.39	27.29	28.00	28.84	29.71	30.60	31.51	32.46	33.60
Team Lead Nights	30.78	31.68	32.39	33.23	34.10	34.99	35.90	36.85	37.99
Contact Centre Coordinator Days Crisis Trainer Days	24.48	25.38	26.20	27.11	28.05	29.03	30.03	31.08	32.17
Contact Centre Coordinator Nights Crisis Trainer Nights	28.87	29.86	30.77	31.77	32.82	33.26	35.00	36.16	37.35
Program Coordinator Peer Support Worker Administrative Assistant Peer Leader Building Liaison Culinary Program Specialist Culinary Program Assistant Housing Coordinator Mental Health Education Coordinator Community Engagement and Resource Specialist Mental Health Strategy Facilitator Program Coordinator Crisis Training Coordinator Housing Diversion Coordinator Database and Donor Relations Coordinator	22.56	23.46	24.40	25.38	26.39	27.45	28.55	29.69	30.73
Community Resource Specialist Days Crisis Responder Days Database Curator	22.56	23.46	24.40	25.38	26.39	27.45	28.55	29.69	30.73
Community Resource Specialist Nights Crisis Responder Nights	26.95	28.03	29.15	30.31	31.53	32.79	34.10	35.46	36.70
Maintenance Coordinator	22.43	23.33	24.26	25.23	26.24	27.29	28.38	29.52	30.55
Administration Coordinator Administrative Assistant Building Liaison Payroll and HRIS Implementation Specialist	19.63	20.42	21.24	22.09	22.75	23.66	24.61	25.59	26.61
Recovery College Facilitator	32.15								

<b>Date of Ratification (February 3, 2026) – 2.5% increase (\$/hour)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Team Lead Practitioner Clinical Team Lead Payroll & Finance Team Lead, Suicide Grief Support	37.30	38.22	38.95	39.81	40.70	41.62	42.55	43.52	44.69
Team Lead Day 211 Quality Assurance Coordinator 211 Training & Implementation Lead Quality Assurance Lead Team Lead, Scheduling and Accreditation Accounting Lead Team Lead 211 Training	27.05	27.97	28.70	29.56	30.45	31.37	32.30	33.27	34.44
Team Lead Nights	31.55	32.47	33.20	34.06	34.95	35.86	36.80	37.77	38.94
Contact Centre Coordinator Days Crisis Trainer Days	25.09	26.01	26.86	27.79	28.75	29.76	30.78	31.86	32.97
Contact Centre Coordinator Nights Crisis Trainer Nights	29.59	30.61	31.54	32.56	33.64	34.09	35.88	37.06	38.28
Program Coordinator Peer Support Worker Administrative Assistant Peer Leader Building Liaison Culinary Program Specialist Culinary Program Assistant Housing Coordinator Mental Health Education Coordinator Community Engagement and Resource Specialist Mental Health Strategy Facilitator Program Coordinator Crisis Training Coordinator Housing Diversion Coordinator Database and Donor Relations Coordinator	23.12	24.05	25.01	26.01	27.05	28.14	29.26	30.43	31.50
Community Resource Specialist Days Crisis Responder Days Database Curator	23.12	24.05	25.01	26.01	27.05	28.14	29.26	30.43	31.50
Community Resource Specialist Nights Crisis Responder Nights	27.62	28.73	29.88	31.07	32.32	33.61	34.95	36.35	37.62
Maintenance Coordinator	22.99	23.91	24.87	25.86	26.90	27.97	29.09	30.26	31.31
Administration Coordinator Administrative Assistant Building Liaison Payroll and HRIS Implementation Specialist	20.12	20.93	21.77	22.64	23.32	24.25	25.23	26.23	27.28
Recovery College Facilitator	32.95								

<b>April 1, 2026 – 2% increase (\$/hour)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Team Lead Practitioner Clinical Team Lead Payroll & Finance Team Lead, Suicide Grief Support	38.05	38.99	39.73	40.61	41.52	42.45	43.40	44.39	45.58
Team Lead Day 211 Quality Assurance Coordinator 211 Training & Implementation Lead Quality Assurance Lead Team Lead, Scheduling and Accreditation Accounting Lead Team Lead 211 Training	27.59	28.53	29.27	30.15	31.06	31.99	32.94	33.94	35.13
Team Lead Nights	32.18	33.12	33.86	34.74	35.65	36.58	37.53	38.53	39.72
Contact Centre Coordinator Days Crisis Trainer Days	25.59	26.53	27.39	28.34	29.33	30.35	31.40	32.49	33.63
Contact Centre Coordinator Nights Crisis Trainer Nights	30.18	31.22	32.17	33.22	34.31	34.77	36.59	37.81	39.05
Program Coordinator Peer Support Worker Administrative Assistant Peer Leader Building Liaison Culinary Program Specialist Culinary Program Assistant Housing Coordinator Mental Health Education Coordinator Community Engagement and Resource Specialist Mental Health Strategy Facilitator Program Coordinator Crisis Training Coordinator Housing Diversion Coordinator Database and Donor Relations Coordinator	23.59	24.53	25.51	26.53	27.59	28.70	29.85	31.04	32.13
Community Resource Specialist Days Crisis Responder Days Database Curator	23.59	24.53	25.51	26.53	27.59	28.70	29.85	31.04	32.13
Community Resource Specialist Nights Crisis Responder Nights	28.18	29.31	30.48	31.69	32.96	34.28	35.65	37.07	38.37
Maintenance Coordinator	23.45	24.39	25.36	26.38	27.43	28.53	29.67	30.86	31.94
Administration Coordinator Administrative Assistant Building Liaison Payroll and HRIS Implementation Specialist	20.52	21.35	22.21	23.10	23.79	24.74	25.73	26.75	27.82
Recovery College Facilitator	33.61								

<b>April 1, 2027 – 2% increase (\$/hour)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Team Lead Practitioner Clinical Team Lead Payroll & Finance Team Lead, Suicide Grief Support	38.81	39.77	40.52	41.42	42.35	43.30	44.27	45.28	46.50
Team Lead Day 211 Quality Assurance Coordinator 211 Training & Implementation Lead Quality Assurance Lead Team Lead, Scheduling and Accreditation Accounting Lead Team Lead 211 Training	28.14	29.10	29.86	30.76	31.68	32.63	33.60	34.62	35.83
Team Lead Nights	32.82	33.78	34.54	35.44	36.36	37.31	38.28	39.30	40.51
Contact Centre Coordinator Days Crisis Trainer Days	26.11	27.07	27.94	28.91	29.91	30.96	32.02	33.14	34.31
Contact Centre Coordinator Nights Crisis Trainer Nights	30.79	31.84	32.81	33.88	35.00	35.47	37.32	38.56	39.83
Program Coordinator Peer Support Worker Administrative Assistant Peer Leader Building Liaison Culinary Program Specialist Culinary Program Assistant Housing Coordinator Mental Health Education Coordinator Community Engagement and Resource Specialist Mental Health Strategy Facilitator Program Coordinator Crisis Training Coordinator Housing Diversion Coordinator Database and Donor Relations Coordinator	24.06	25.02	26.02	27.07	28.14	29.27	30.45	31.66	32.77
Community Resource Specialist Days Crisis Responder Days Database Curator	24.06	25.02	26.02	27.07	28.14	29.27	30.45	31.66	32.77
Community Resource Specialist Nights Crisis Responder Nights	28.74	29.89	31.09	32.32	33.62	34.97	36.36	37.81	39.14
Maintenance Coordinator	23.92	24.88	25.87	26.91	27.98	29.10	30.26	31.48	32.58
Administration Coordinator Administrative Assistant Building Liaison Payroll and HRIS Implementation Specialist	20.93	21.78	22.65	23.56	24.26	25.23	26.24	27.29	28.38
Recovery College Facilitator	34.29								

## Schedule B “Positions in the Bargaining Unit”

The positions listed below encompass the positions that are included in the Bargaining Unit as of August 23, 2024, and does not prohibit any other position from being added to the Bargaining Unit due to determination internally, at arbitration, at the Alberta Labour Relations Board, or other, or any positions added during the term of this Collective Agreement. The list has been updated as of February 3, 2026, to reflect the proper names of each job title/position.

All employees as stated on Alberta Labour Relations Board certificate C2292-2024.

### Bargaining Unit Positions:

211 Quality Assurance Coordinator	Housing Coordinator
211 Training & Implementation Lead	Housing Diversion Coordinator
Accounting Lead	Maintenance Coordinator
Administration Coordinator	Mental Health Education Coordinator
Administrative Assistant	Mental Health Strategy Facilitator
Building Liaison	Payroll and HRIS Implementation Specialist
Community Engagement and Resource Specialist	Peer Leader
Community Resource Specialist Days	Peer Support Worker
Crisis Responder Days	Program Coordinator
Community Resource Specialist Nights	Program Coordinator
Crisis Responder Nights	Quality Assurance Lead
Contact Centre Coordinator Days	Recovery College Facilitator
Contact Centre Coordinator Nights	Team Lead 211 Training
Crisis Trainer Days	Team Lead Day
Crisis Trainer Nights	Team Lead Nights
Crisis Training Coordinator	Team Lead Payroll & Finance
Culinary Program Assistant	Team Lead Practitioner Clinical
Culinary Program Specialist	Team Lead, Scheduling and Accreditation
Database and Donor Relations Coordinator	Team Lead, Suicide Grief Support
Database Curator	

# **LETTER OF UNDERSTANDING #1**

between

Canadian Mental Health Association

and

Canadian Union of Public Employees, Local 1099

## **REMOTE WORK**

### **Definition**

Remote work is when an employee performs the duties of their position at a location other than the Employer's workplace. Remote work typically takes place from the employee's home and in accordance with this Letter of Understanding. Other arrangements for work locations will be reviewed by the Employer prior to approval being granted.

#### **1. Procedure**

An employee who wishes to work remotely may ask to enter into a remote work agreement with the Employer. Requests for remote work will not be unreasonably denied. All denials will be provided in writing to the employee with a copy to the Union.

An employee will have the assistance of a Union Representative when negotiating the terms and conditions of the agreement. A copy of the agreement will be sent to the Union.

#### **2. Protection of Collective Agreement Rights**

While working remotely, an employee retains all applicable rights and benefits of the Collective Agreement.

For greater clarity, an employee's terms of employment, including but not limited to salary, benefits, and job duties, will not change for working remotely.

#### **3. Expectations**

When an employee works remotely, they must ensure that they can fully devote their time and attention to their work duties.

This means that:

- (a) The employee will have arrangements in place for dependent (child or elder) care; and
- (b) The employee will manage their other personal responsibilities in a way that allows them to successfully meet their job responsibilities.

An employee that is working remotely must still comply with all agency rules, policies, practices, and instructions that would apply if the employee were working at the Employer's workplace.

An employee who works remotely is required to pay for their own internet and/or telephone connections.

#### 4. **Health and safety**

- (a) The employee must inform the Employer of the remote work location which will generally be the employee's home. Additionally, the employee must designate a workspace within the remote work location. The Employer must approve both the remote work location and the workspace. The employee must seek reapproval if they wish to make any changes.
- (b) The employee will maintain the workspace in a safe condition, free from hazards and other dangers.
- (c) The Employer has the right to make on-site visits (with forty-eight (48) hours' advance notice) to the remote work location for purposes of determining that the workspace is safe and free from hazards, and to maintain, repair, inspect, or retrieve any Employer owned equipment, software, data, or supplies.
- (d) During work hours and while performing work duties in the workspace, the employee continues to be covered by the *Workers' Compensation Act*.
- (e) The Employer will not be liable for any injuries occurring in the workspace outside the agreed upon work hours.
- (f) The employee agrees to promptly report all work-related injuries to the Employer and to make the remote work location available for an accident investigation, if necessary.

## **5. Confidentiality of Employer information**

The employee will keep all work materials in the workspace and will ensure that anyone who enters or accesses the workspace does not access the work materials. The employee will keep all confidential information under lock and key when it is not in use.

## **6. Equipment**

- (a) The Employer will provide the employee with the equipment that the Employer determines is necessary for the employee to be able to work remotely.
- (b) The employee does not have any expectation of privacy in relation to any Employer owned equipment provided to them for working remotely, including computers, tablets, and phones, notwithstanding the fact that these may be used in the employee's home.
- (c) Employer owned equipment, along with the contents (including files, data, accounts, emails, messages, file systems, and storage media that may be contained therein, whether in virtual or physical form) remain the Employer's property at all times, and may be subject to inspection or repossession at any time.
- (d) The employee acknowledges that, even if they have personal information on the equipment, they cannot retain possession of, or deny the Employer access to, any Employer owned equipment due to the employee having personal information on the equipment.
- (e) Employer owned equipment is to be used to perform the employee's duties and must be used pursuant to the Employer's policies.
- (f) If an employee loses or damages an Employer owned device, the employee will inform the Employer immediately of the loss or damage.

## **7. Right to Disconnect**

- (a) Unless specified in this Collective Agreement, an employee is under no obligation to, nor will they engage in work-related communications including, but not limited to, answering calls, emails and texts outside of normal working hours and/or during approved leaves of absence.
- (b) There will be no disciplinary action or reprisals against any employee who exercises their right to disconnect, unless on approved overtime.

## **8. Scheduling**

Work hours will be established in accordance with the Collective Agreement.

## **9. Work Disruptions**

- (a) In the event an employee working from home experiences technical disruptions or outage while performing work, the disruption will be reported to their immediate manager.
- (b) In the event the program, software or system, as provided by the Employer, and is the sole method for completing work, stops functioning, the employee will be paid for their full shift. Employees will be responsible to resume work when/if the program, software or system comes back online.
- (c) In the event of a power, phone or internet outage, an employee may be required to relocate to the facility to continue work, providing they can relocate before the end of their scheduled shift.
- (d) If the outage is within the last two (2) hours of the end of the employee's scheduled shift, the employee will not be required to relocate and will be paid for the entire shift.
- (e) The employee, and the Employer where applicable, will monitor the source of the outage for the remainder of the shift, and, if the outage comes back online, the employee will be responsible for resuming work.

## **10. Termination or Change of Remote Work Arrangement**

Remote work arrangements are subject to the following:

- (a) The Employer may require an employee on a remote work arrangement to attend in-person at work up to a maximum of two (2) days per week without mutual consent of the Parties.
- (b) Some job classifications require strictly in-person work only and are not offered remote or hybrid work. This will be indicated in the job description.
- (c) Probationary Employees will be required to work in-person for the duration of their probationary period, unless otherwise determined by the Employer.
- (d) When performance related issues arise, the Employer may require the employee to return to in-person work in full or in part. As performance related issues resolve and it is reasonable to do so, the Employer will return the employee back to remote or hybrid work.

(e) Termination of a remote work arrangement initiated by an employee will not be unreasonably denied or delayed.

**11. Existing Remote Work Arrangements**

Existing remote work arrangements in effect at the signing of this Collective Agreement will not be changed or terminated except in accordance with this Letter of Understanding.

**SIGNED FOR THE EMPLOYER**

 \_\_\_\_\_

Giri Puligandla, Executive Director

 \_\_\_\_\_

Gail Haynes, Senior Director,  
Programs and Operations/Lead Negotiator

**SIGNED FOR THE UNION**

 \_\_\_\_\_

Adam Roskewich, Local 1099 President

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Stephanie Lustig,  
National Representative/Lead Negotiator

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Aiden Zaretski, National Representative

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Hillary Cosman, Committee Member

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Payton Crowshaw, Committee Member

 \_\_\_\_\_

Megan Armstrong, Committee Member

**LETTER OF UNDERSTANDING #2**

between

Canadian Mental Health Association

and

Canadian Union of Public Employees, Local 1099

**STAFFING AND SCHEDULING**

**Joint Staffing Commitments and Capacity Planning**

Concerns arising from staffing commitments and capacity planning from across the Bargaining Unit will be a standing item on the agenda for the Labour Management Committee meeting.

The Parties commit to hold a separate meeting, within six (6) months of the ratification of the Collective Agreement, to discuss current staffing levels and desired outcomes of future planning.

The Employer agrees to consult with the Union on staffing complements and capacity through the Labour Management Committee before there are any operational changes that substantively increase or decrease work levels of employees or add or subtract from the normal business or services of the Employer as of the date of ratification (February 3, 2026) of this Collective Agreement and future improvements.

**SIGNED FOR THE EMPLOYER**

[Redacted Signature]

Giri Puligandla, Executive Director

[Redacted Signature]

Gail Haynes, Senior Director,  
Programs and Operations/Lead Negotiator

**SIGNED FOR THE UNION**

[Redacted Signature]

Adam Roskewich, Local 1099 President

[Redacted Signature]

Stephanie Lustig,  
National Representative/Lead Negotiator

[Redacted Signature]

Aiden Zaretski, National Representative

[Redacted Signature]

Hillary Cosman, Committee Member

[Redacted Signature]

Payton Crowshaw, Committee Member

[Redacted Signature]

Megan Armstrong, Committee Member

**LETTER OF UNDERSTANDING #3**

between

Canadian Mental Health Association

and

Canadian Union of Public Employees, Local 1099

**SPECIALIZED COMMUNITY RESOURCE SPECIALIST  
FOR GENDER BASED VIOLENCE**

The Specialized Community Resource Specialist for Gender Based Violence is a grant-based contract that expires on March 31, 2026.

The regular rate of pay is the Community Resource Specialist Days and Community Resource Specialist Nights rates, at the employee's step increment, plus two dollars (\$2.00) per hour.

In the event that the Specialized Community Resource Specialist for Gender Based Violence contract is renewed during the life of this Agreement, the wage increases for the base rates of the Community Resource Specialist Days and Community Resource Specialist Nights rates will apply, plus two dollars (\$2.00) per hour.

**SIGNED FOR THE EMPLOYER**

[Redacted Signature]

Giri Puligandla, Executive Director

[Redacted Signature]

Gail Haynes, Senior Director,  
Programs and Operations/Lead Negotiator

**SIGNED FOR THE UNION**

[Redacted Signature]

Adam Roskewich, Local 1099 President

[Redacted Signature]

Stephanie Lustig,  
National Representative/Lead Negotiator

[Redacted Signature]

Aiden Zaretski, National Representative

[Redacted Signature]

Hillary Cosman, Committee Member

[Redacted Signature]

Payton Crowshaw, Committee Member

[Redacted Signature]

Megan Armstrong, Committee Member