



COLLECTIVE AGREEMENT

BETWEEN

ST. PAUL ABILITIES NETWORK

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 063**

**EFFECTIVE:
SEPTEMBER 26, 2022 – SEPTEMBER 30, 2024**

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PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the individual with efficient and competent services, improve the lives of the people we support and their experiences in the community through Excellence, Service and Empowerment. It is the intent of the parties to:

- Ensure the provision of the best possible service and quality individual care;
- Continue innovation in the delivery of quality disability services through the efficient and effective operation of an accredited/certified human services organization;
- Protect the interests of the individual, Employees, and the community;
- Maintain harmonious relations between the Employer and the Union;
- Recognize the mutual value of joint discussions and negotiate in all matters of mutual concern to the parties; and,
- Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1
Term of Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from the September 26, 2022, to September 30, 2024, and from year to year thereafter, unless amended. Notification of desire to amend may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:

Executive Director
St. Paul Abilities Network
4637 45 Ave
St. Paul, AB T0A 3A3

And in the case of the Union to:

The President
Alberta Union of Provincial Employees
10025 – 182 Street NW
Edmonton, AB T5S 0P7

ARTICLE 2
Definitions

- 2.01 “Code” means The Labour Relations Code, as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 “Union” means The Alberta Union of Provincial Employees.
- 2.04 “Union Representative” means a representative from the Union authorized by the Union to act on behalf of the Employee. A “Union Representative” may be a Union Steward, Officer of AUPE or staff representative.
- 2.05 “Member” means an Employee of the Employer who is included in this Collective Agreement and who is a member of the Union.
- 2.06 “Employer” shall mean S.P.A.N. St. Paul Abilities Network (Society) and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the organization.

- 2.07 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, each Employee shall be assigned by the Employer to one of the following Employee statuses: Full-time, Part-time, Casual or Temporary and such assignments shall not be altered except in accordance with the provisions of the Collective Agreement.
- (a) “Full-Time Employee” is one who is regularly scheduled to work the full specified hours in the “Hours of Work” Article of this Collective Agreement;
 - (b) “Part-Time Employee” is one who is regularly scheduled to work less than the full specified hours in the “Hours of Work” Article of this Collective Agreement;
 - (c) “Casual Employee” is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call-in basis and is not regularly scheduled.
 - (d) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position.
 - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.08 “Basic Rate of Pay” shall mean the incremental step in the Salary Appendix applicable to an Employee in accordance with the terms of this Collective Agreement exclusive of all allowances and premium payments.
- 2.09 “Shift” shall mean a daily tour of duty exclusive of overtime hours.
- 2.10 “Employee status” shall mean the full-time, part-time, casual, or temporary capacity that an Employee is employed in.
- 2.11 “Position” shall be defined by:
- (a) Employee Status,
 - (b) the job classification, and
 - (c) the Full-Time Equivalent (FTE).
- 2.12 “Shall” will be seen as mandatory rather than directory.
- 2.13 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.14 “Certificate” is the certificate noted as Certificate C2081-2022 issued by the Alberta Labour Relations Board.

- 2.15 “Regularly scheduled hours” and “regular hours of work” shall mean the hours of work when the Employee is on active duty and which fulfills the full-time equivalent specified for a given position.
- 2.16 “Full-Time Equivalent” or “FTE”, shall mean the ratio of the total number regularly scheduled hours, exclusive of sleep hours, of a specified position during a monthly period compared to the full-time hours for the same job classification.
- 2.17 “24-Hour Staff Residence” shall mean an operational site of the Employer at which services are provided to clients.
- 2.18 “Site” shall mean an operational site of the Employer where Employees under this Collective Agreement work but that is not a 24-Hour Staff Residence.

ARTICLE 3

Application

- 3.01 The Collective Agreement shall apply to all Employees of the bargaining unit, except as specified within the Collective Agreement.
- 3.02 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, and if a future statute improves a working condition of the Employees which is not reflected in this Collective Agreement, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.03 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer’s policies, regulations, guidelines or directives, the Collective Agreement shall apply.

ARTICLE 4

Union Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement and the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- For the purpose of this Collective Agreement, the Union shall be represented by its properly nominated and assigned officers. The Union shall provide the Employer with a current list of the officer’s names.
- 4.02 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities; and
 - (b) to bargain collectively with the Employer through the Union.
- 4.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.04 Employees shall be permitted to wear a union lanyard or a lapel pin representative of the Union during all hours of work subject to safety requirements.

- 4.05 (a) The Union shall provide a Union orientation of not more than thirty (30) minutes to a new Employee.
- (b) The Employer will notify the Chapter Chairperson of the dates, times, and locations of the new Employee's Orientation as soon as possible after scheduling it with the new Employee.
- (c) The Chapter Chairperson or designate shall be provided thirty (30) minutes without loss of pay to provide the orientation.
- (d) Orientation shall be done within two (2) weeks of the Employee's start date and shall be without loss of pay.
- 4.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Collective Agreement. The printing of the Collective Agreement will be completed by AUPE.
- 4.07 A copy of the Collective Agreement shall be provided to each Employee by the Employer upon commencement of employment.
- 4.08 (a) The Employer shall provide bulletin boards in each 24-Hour Staff Residence or Site for the purpose of the Union to post notices of meetings and such other notices as may be of interest to Employees.
- (b) 24-Hour Staff Residences #14, #15, and #18 shall only have a binder for the same information.
- (c) If the Employer establishes a new 24-Hour Staff Residence/Site, the Employer shall discuss with the Union whether to install a bulletin board or implement a binder.
- (d) The Union shall have the option to provide a binder in a mutually acceptable location which shall be placed so that all Employees will have access to it and in which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees.
- (e) It is not the intention of the Union to include anything objectionable to the Employer.
- 4.09 The Union agrees that there will be no Union activity, business or meetings, solicitation for membership on Employer premises or at any location where the Employer's business is being carried out or services provided except with the written permission of the senior management of the Employer or as specifically provided for in this agreement.

ARTICLE 5
Payment of Dues

- 5.01 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 5.02 Deductions of the dues for all Employees shall commence with the first pay period of employment. For the purposes of the first Collective Agreement, dues shall start on the date of ratification.
- 5.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.04 (a) The Employer agrees to remit to the Union, the amount equal to the dues that have been deducted from the pay of all Employees covered by this Collective Agreement by the first (1st) working day after the fifteenth (15th) calendar day in the following month.
- (b) Particulars identifying each Employee, showing the Employee name, base earnings for the period, Employee status and job classification code, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.
- 5.05 The Employer will record the amount of individual dues deducted on T-4 slips supplied to Employees for income tax purposes.
- 5.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding pay period.
- 5.07 Twice every calendar year the Employer shall provide to the Union a list of all Employees in the bargaining unit, their mailing addresses, phone numbers known to the Employer, and personal email addresses as provided by the Employees. The Employer further agrees to furnish the Union with an updated list of Employee information as reasonably requested.

ARTICLE 6
Union Stewards

- 6.01 The Employer agrees to recognize Employees who are elected as Union Stewards and recognizes their authority to represent other Employees. When it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their immediate supervisor and provide them with as much advance notice as possible. Where twenty-four (24) hours' notice has been provided to the Employer, arrangements will be made by the supervisor to permit the Union Steward to leave their job for its purpose with no loss of regular earnings. Such time off shall be granted with the approval of the supervisor or authorized alternate. Where applicable, following the meeting, the Steward will return to their shift.
- 6.02 The Union shall determine the number of Union Stewards.
- 6.03 The Employer recognizes the Union Steward as an official representative of the Union.

- 6.04 A Union Steward may, at the request of an Employee, accompany and represent an Employee in any meeting, including but not limited to an investigation, a disciplinary meeting, and the processing of a grievance with the Employer.
- 6.05 A list of Union Stewards shall be supplied by the Union to the Human Resources Department. The Human Resources Department shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 6.06 Employees shall have the right at any time to the assistance of Union Staff Representatives when meeting, dealing, or negotiating with the Employer or when processing a grievance.

ARTICLE 7
Time Off for Union Business

7.01 Negotiations

- (a) Time off shall be granted to Employees as requested by the Employee and approved by the Employer in order to participate in negotiations.

Grievances, Hearings, and Arbitrations

- (b) The grievor(s) and one (1) Union Steward at a time shall be granted time off with no loss of regular earnings for the time spent in discussing grievances with representatives of the Employer as outlined in the Grievance Procedure.
- (c) Time off shall be granted to attend any hearing or arbitration.

Elected Position Duties

- (d) Employees who are elected for any position with the Union shall be granted leave of absence. If requested by the Union, the reimbursement provisions of clause 7.02(a) below shall apply.

Union Meetings and Provincial Executive Board

- (e) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at meetings, conventions, workshops, institutes, seminars, schools or to attend meetings as a member of the Union's Provincial Executive Board.

Elected Full-time Positions with the Union

- (f) Employees who are elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other benefit plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

Staff Positions with the Union

- (g) Employees who are selected for any staff position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be reasonably withheld. The Employee will be permitted to work for gain for such leave.

- 7.02
- (a) To facilitate clause 7.01(a), (c), (d), and (e), above, time off with regular earnings shall be granted to Employees, however, the Union agrees to reimburse the Employer for actual costs of wages and benefits associated with the Employee being on a Union leave. The Employer will provide the Union with a detailed accounting of such costs when it submits its bill to the Union.
 - (b) An Employee on any Union leave shall continue to accrue seniority.
 - (c) When it is necessary for a Union member to make a request for a leave of absence for Union Business, the application for leave must be made in writing to the Employer for approval. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.

ARTICLE 8
Management Rights

- 8.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 8.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, efficiency and to make alter, and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) Direct the work force and to create new job classifications and work units and to determine the number of Employees, job classifications and to determine whether or not a position or job classification will be discontinued or declared redundant;
 - (c) Hire, promote, direct, transfer, layoff and recall Employees; and
 - (d) Demote, discipline, suspend or discharge for just cause.
 - (e) Determine and establish standards and procedures for the care, welfare, and safety of Individuals in service.

ARTICLE 9
No Discrimination/ Respect in the Workplace

- 9.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, ancestry, race, colour, creed, Place of origin, political or religious beliefs, gender, gender identity, gender expression, family status, marital status, mental disability, physical disability, sexual orientation, source of income, nor by reason of membership or non-membership or activity in the union nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 9.02 The Union and the Employer agree to respect and dignity in the workplace supporting a policy of zero tolerance for violence in the workplace.
- 9.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 9.04 There shall be limits on an Employee's right to seek redress through the Alberta Human Rights Commission.
- 9.05 Clause 9.01 shall not apply with respect to a requirement, refusal, or limitation based on a bona fide occupational requirement.

ARTICLE 10
Discipline and Dismissal

- 10.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be disciplined or dismissed without just cause. The procedure stated in Article 11 (Grievance and Arbitration) does not prevent immediate discipline or dismissal for just cause or the dismissal of an Employee serving a probation period.
- 10.02 Where circumstances permit, the Employer shall schedule a disciplinary meeting with the Employee by giving reasonable advanced notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to have a Union Representative present during any investigation or disciplinary meetings with the Employer.
- 10.03 When disciplinary action is taken against an Employee, the discipline shall be issued within thirty (30) calendar days of the date the Employer first became aware of, or reasonably should have become aware of, the occurrence of the act. The Employee and the Union shall be informed in writing as to the reason(s) for such action. Copies of all disciplinary documents issued shall be forwarded to the Union within two (2) calendar days giving particulars of the incident.
- 10.04 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. The Employer will confirm in writing to the Employee that such action has been effected.

ARTICLE 11
Grievance and Arbitration

11.01

Definition of a Grievance

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

- (a) "Individual Grievance" shall mean a difference which affects one (1) Employee.
- (b) "Group Grievance" shall mean a difference which more than one (1) Employee. Such grievance shall identify (list) all Employees affected by the grievance. A group grievance shall commence at step 2.
- (c) "Policy Grievance" shall mean a difference regarding the general application or interpretation which is not properly the subject of an individual or group grievance. A policy grievance shall commence at step 2.
- (d) A disciplinary grievance shall commence at Step 2.
- (e) A termination grievance shall commence at Step 3.
- (f) Group and Policy Grievances

With regard to a group or policy grievance, the Union shall initiate the grievance at Step 2 within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence giving rise to the difference.

11.02

Grievance Procedure

It is the mutual desire of the parties hereto, that grievances of Employees shall be heard as quickly as possible and in the following manner and sequence. Every effort shall be made to hold meetings at all levels of the Grievance Procedure.

STEP 1:

An Employee who believes that there is problem arising of the interpretation, application, administration, or alleged violation of the Collection Agreement shall first discuss the matter with their immediate out-of-scope Coordinator (or designate) within ten (10) days of the date they first became aware of, or reasonably should have become aware of the occurrence. A sincere attempt will be made by both parties through discussion to resolve the problem at this level. The immediate out-of-scope Supervisor shall render a written decision to the Employee and the Union within ten (10) days of the discussion.

STEP 2:

If the grievance is not resolved under Step 1 above, the Union may, within ten (10) days of receiving the written decision of the immediate out-of-scope Coordinator (or designate), submit the grievance in writing to the Director (or designate), specifying the nature of the grievance and the redress requested. The Director shall convene a meeting with the Union and the Grievor within ten (10) days of receipt of the grievance, and they shall then render a decision in writing to the Union within ten (10) days of meeting.

If the Employer-designate at Step 2 and 3 is the same person, the Union may omit Step 2 and advance the grievance directly to Step 3.

STEP 3:

If the grievance is not resolved under Step 1 above, the Union may, within ten (10) days of receiving the written decision of the Director (or designate), submit the grievance in writing to the Executive Director (or designate), specifying the nature of the grievance and the redress requested. The Executive Director shall convene a meeting with the Union and the Grievor within ten (10) days of receipt of the grievance, and they shall render a decision in writing to the Union within ten (10) days of the meeting.

STEP 4:

If the grievance is not resolved under Step 3 above, either party to the Collective Agreement may, within ten (10) days of receiving the written decision of the Executive Director (or designate), submit the grievance to arbitration.

The parties may mutually agree to non-binding mediation.

Optional Non-Binding Mediation

- (a) After receipt of the decision from the Executive Director (or designate), under Step 3 above, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated, or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

11.03

Arbitration

The Party requesting arbitration shall make its request in writing and shall nominate its member to the Arbitration Board. Within five (5) days thereafter, the other party shall nominate its member to the Board. The two (2) nominees so appointed shall attempt to choose by agreement a chairperson of an Arbitration Board. If they are unable to agree upon a chairperson, then either party may request the Minister of Labour, or designate, to appoint a chairperson in accordance with the *Labour Relations Code* and subsequent amendments to the *Code*.

11.04

The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

11.05

Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairperson.

11.06

The Arbitration Board by its decision shall not alter, amend, or change the provisions of this Collective Agreement but shall base its decision on the contractual rights of the parties disclosed by this Agreement.

- 11.07 In lieu of clause 11.05, the parties may mutually agree to substitute the single arbitrator provisions as contained in the *Labour Relations Code*.
- 11.08 During any and all proceedings outlined in this Article, the Employee(s) shall continue to faithfully perform their duties unless they have been suspended or discharged.
- 11.09 Time Limits
Throughout this Article, the reference to “days” shall not include Saturdays, Sundays, or Named Holidays.
- 11.10 The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer. A request by either party to extend the time limits under this Article shall not be unreasonably denied.
- 11.11 (a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
(b) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered to be allowed on the first day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.12 Replies in Writing
Replies to grievances shall be in writing commencing at Step 2.
- 11.13 Facilities for Grievances
The Employer shall supply the necessary facilities for joint grievance meetings.
- 11.14 The Employer agrees to provide to the Union and update accordingly, a list of designated Employer representatives that are empowered to respond to the various Steps in the Grievance Procedure.

ARTICLE 12

Seniority

- 12.01 Seniority shall be organized across the bargaining unit covered by this Collective Agreement.
- 12.02 (a) A Regular or Temporary Employee’s “Seniority Date” shall be defined as the date of hire with the Employer.
(b) For Casual Employees whose status changes to regular or temporary; or someone determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the “seniority date” shall be established by dividing their contiguous hours worked with the Employer from the date the employee commenced performing work of the bargaining unit by the annual hours of work of a full-time Employee for their position and converting the result to a seniority date.
(c) A Regular or Temporary Employee who changes their status to a Casual Employee and at a future date changes back to a Regular or Temporary Employee status will have their original seniority date recognized.

- 12.03 Seniority shall be considered in determining:
- (a) preference of vacation time subject to the provisions of Article 27;
 - (b) layoffs and recalls, subject to the provisions of Article 13; and
 - (c) in filling vacancies within the bargaining unit, subject to the provisions of Article 23.
- 12.04 The Employer shall maintain one (1) seniority list.
- 12.05 Within three (3) months of the effective date of this Collective Agreement, the Employer shall provide to the Chairperson of the Chapter a seniority list. They will then place in the Union binders or bulletin board provided, pursuant to the provisions of Article 4 (Union Recognition), the seniority list containing the name and seniority date of all Employees by job classification, Employee status, and FTE in chronological order.
- 12.06 The seniority list will be updated by the Employer not less frequently than every six (6) months. Copies of seniority lists will be provided to the Chairperson of the Chapter with a copy to the Union Representative following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- Should a difference arise regarding an Employee's seniority, the parties shall exchange the information necessary to establish accuracy.
- 12.07 Termination of Seniority
- An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:
- (a) Resigns or retires; or;
 - (b) Is dismissed for just cause and is not reinstated; or,
 - (c) Overstays a leave of absence without written permission of the Employer unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
 - (d) Fails to reply and accept a recall notice to a position with an equivalent FTE to their pre-layoff position within five (5) days pursuant to clause 13.08, unless a reason satisfactory to the Employer is provided; or,
 - (e) Is absent for three (3) consecutive days without notifying the Employer in which case the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
 - (f) Is laid off in excess of twelve (12) months; or,
 - (g) Accepts a permanent management position.

ARTICLE 13
Layoff and Recall

- 13.01 (a) When it becomes necessary for the Employer to reduce the workforce or hours worked, the Employer shall meet with the Union prior to a planned reduction in an Employees' hours or the elimination of position(s). The purpose of this meeting is to inform the Union of the extent of the planned reduction of position elimination(s) and discuss how the reduction of position elimination(s) will take place, review the current seniority list, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- (b) The Union agrees to keep the information gained at this meeting confidential until the Employer has an opportunity to announce the changes to the Employees.
- (c) It is recognized that some Employees hold more than one position with the Employer. The provisions of this Article will be applied to each position separately unless otherwise stated below.
- (d) For the purpose of this Article, 'days' are all days excluding Saturday, Sunday, and Named Holidays.
- 13.02 Notice
- (a) In case it becomes necessary to reduce the hours of work, or eliminate positions, the Employer will arrange a meeting at least ten (10) days prior to the implementation of the changes. A copy of each Notice shall be forwarded to the Union forthwith.
- (b) This Notice shall not be required where reductions result from an Act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (c) Where the layoff results from an Act of God, fire, or flood, ten (10) days' notice is not required but up to two weeks' pay in lieu thereof shall be paid to affected Employees when no further work is found.
- 13.03 (a) Under this Article, an Employee may receive notice of Lay-off, or Partial Lay-off.
- (b) For the purpose of this Article, Partial lay-off shall apply to a reduction of hours. The Employee will remain attached to and entitled to the hours that remain in the position, unless they choose an option pursuant to 13.05.
- 13.04 (a) Where the service provided to an individual is one-on-one, Lay-off, Partial Lay-off, and Position Elimination shall occur within each program or 24-Hour Staff Residence by the schedule line impacted, within each classification.
- (b) Where the service provided to an individual is not one-on-one, or occurs within a program, Lay-off shall be carried out in order of reverse seniority.

- 13.05
- (a) Employees who have received Notice of reduction of hours or position elimination shall be given the following choices:
 - (i) Bump another Employee in accordance with 13.06.
 - (ii) Choose a vacant position as outlined in 13.07;
 - (iii) Accept partial layoff and go on recall as outlined in 13.08;
 - (iv) Accept layoff and go on recall as outlined in 13.08;
 - (v) When no alternate position is available, accept pay in lieu of notice of termination of employment in accordance with 13.09.
 - (b) Except in extenuating circumstances, affected Employees will advise the Employer, in writing, of which choice they are going to make within five (5) days of receiving their notice.

13.06

Bumping

- (a) At the time of notice of Layoff, Partial-Layoff, or position elimination, Employees will be provided with a list of Employees who are less senior in the same classification who may be bumped from their position.
- (b) The Employee shall make their decision of whom they are bumping within five (5) days of receiving Notice pursuant to Article 13.02.
- (c) The Employee being bumped would then receive Notice of Layoff pursuant to Article 13.02.

13.07

Choosing a vacant position

- (a) Upon layoff, the Employer will provide affected Employees and the Union with a copy of vacant positions including the required qualifications for those positions.
- (b) Within five (5) days of receiving Notice of Layoff, Partial Layoff or position elimination and the list of vacant positions, Employees will submit to Human Resources, in writing, preference of vacancy. Positions chosen can be in any classification, provided they are qualified to perform the work following a period of reasonable training and orientation.
- (c) Employees in multiple positions can resign their other positions and choose a new position.
- (d) The Employer will place Employees, in order of seniority, in their preferred positions.
- (e) If none of the Employee's choices are available because they were previously selected by more senior Employees who were laid-off, the parties will return to Article 13.05(a).

13.08

Recall

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee has the qualifications to perform the work.
- (b) After offering vacancies that arise to Employees on layoff, if the position is not accepted by any Employee on layoff, the Employer shall post notices of vacancies for regular full-time and part-time positions in accordance with Article 23.

- (c) The method of recall shall be by telephone and a copy of the recall notice shall be emailed to the Employee's personal email address immediately following the phone call to the Employee. The Employee so notified shall respond to notification to return to work no later than five (5) days following the date of the telephone call/date email was sent, and return to work, no later than fourteen (14) days after responding to notification of recall, unless the Employee has a reason for delaying return to work that is acceptable to the Employer.
- (d) Where the Employer has received advance notice of a position becoming vacant and would like to promptly advise Employees on the recall list, the start date of the work may be greater than fourteen (14) days in (c) above.
- (e) When Casual or Temporary work becomes available, the Employer shall offer such work to Employees on recall who have provided their availability, in order of seniority, provided the Employee has the qualifications to perform the work, before offering the work to a casual or other Employees.
- (f) Employees who accept Casual or Temporary work shall remain on the recall list and shall be offered, in order of seniority, each Casual, Temporary, and Permanent work opportunity as it becomes available if they have provided their availability and provided the Employee has the qualifications to perform the work.
- (g) An Employee on layoff shall have the right to refuse an offer of work without adversely affecting the Employee's recall status.
- (h) Recall rights will terminate upon one of the following:
 - (i) The Employee is made whole pursuant to Article 13 or Article 23;
 - (ii) The Employee resigns their position;
 - (iii) Except in extenuating circumstances, if the Employee has not responded or return to work after notification of recall pursuant to 13.08.
 - (iv) Twelve (12) months following the Notice provided under Article 13.02.

13.09

Severance

- (a) Pursuant to Article 13.05(a)(v), laid off Employees shall be offered Severance in paid in lieu of notice in the amount of:

Up to 2 years service	1 week
2 years to 4 years of service	2 weeks
4 years to 6 years of service	4 weeks
6 years to 8 years of service	5 weeks
8 years to 10 years of service	6 weeks
More than 10 years of service	8 weeks

- (b) This option will be deemed a resignation from employment.
- 13.10 If Employees are not able to obtain a position(s) equivalent to their previous FTE through the processes in 13.06 or 13.07, they will be offered shifts via recall as outlined in 13.08 for the duration of the recall period.

13.11 Benefits

- (a) The Employer shall make payment for its share of the benefit premium referred to in Article 31 on behalf of a laid off Employee for a maximum of three (3) months, or subject to the insurer's requirements.
- (b) Employees whose recall period extends for more than three (3) months may, through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 31, for a maximum of twelve (12) months, or subject to the insurer's requirements.

ARTICLE 14
Probation Period

- 14.01 A new Employee shall serve a probationary period of three (3) months. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and recourse to the Grievance Procedure. The Employer shall keep the Employee advised of their progress during the probationary period.
- 14.02 The Employer shall provide a written evaluation of each probationary Employee one (1) month prior to the completion of their probationary period.
- 14.03 The probationary period may be extended by an additional three (3) months. However, in no event will an Employee's total probationary period exceed six (6) months. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 15
Personnel Files

- 15.01 (a) By appointment made at least one (1) working day in advance, an Employee, and their representative, shall have access to their personnel file on the presence of a representative of the Employer.
- (b) Where the Employee or the Employee's representative has requested the entire contents of the personnel file for reasons other than a grievance, the Employer shall be entitled to charge reasonable costs to cover the cost of copying. Employees shall be entitled to take photographs of the contents of their personnel file.
- (c) All requests for access to the Employee's personnel file from the Employee's representative shall require prior written authorization from the Employee.
- (d) Employee personnel files shall be maintained by the Employer in such a manner as to permit access only by properly authorized personnel.
- (e) There shall be only one (1) personnel file for each Employee.

ARTICLE 16
Union-Management Advisory Committee

- 16.01 The parties to this Collective Agreement recognize the potential value of a Union Management Advisory Committee (UMAC) to assist in the promotion of harmonious relationships between Employees and the Employer.
- 16.02 It is the function of UMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 16.03 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this committee. Should meetings be scheduled when an Employee on the committee is not scheduled to work, the Employee shall be paid at the Basic Rate of Pay for time spent in UMAC meetings.
- 16.04 UMAC meetings shall be regularly scheduled once every two (2) months. Meetings shall be scheduled for a maximum of two (2) hours.
- 16.05 The Employer and the Union agree that the UMAC shall consist of a maximum of ten (10) persons, with equal representation from the parties.
- 16.06 The representatives of the Union on UMAC shall be those Employees or Employee alternates elected by the Chapter from time to time.

ARTICLE 17
Scheduling

- 17.01 All Employees are required to work as scheduled by the Employer.
- 17.02 Shift schedules shall be posted a minimum of twenty-eight (28) days in advance.
- 17.03 (a) Scheduling Rules for Caregivers:
- Except in cases of emergency, overtime or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least eight (8) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) at least forty-eight (48) hours of rest starting on the day immediately following the last day worked;
 - (iv) At least one (1) weekend off per month. Weekend shall be defined as an entire Saturday and entire Sunday with no scheduled hours.
- (b) Scheduling Rules for Non-Caregivers:
- Except in cases of emergency, overtime or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least twelve (12) hours off duty between shifts;
 - (ii) not more than five (5) consecutive scheduled days of work;
 - (iii) two (2) consecutive day of rest.

17.04

Assigned Work Location

- (a) Employees will be assigned a primary work location, but upon mutual agreement and provided they have training for the location, may work at more than one location, and/or transfer between location(s), and/or pick up shifts at different locations.
- (b) In situations where there are no Employees who consent to working at a location other than their primary work location, the Employer shall assign the Employee with the lowest Seniority provided they are qualified, capable and have the training to do the work.
- (c) Transfer under this clause shall be subject to the Trial Period provisions in Article 23.

17.05

Schedule Changes and Cancellations

- (a) The Employer shall not cancel shifts that are scheduled with less than seven (7) calendar days' notice. If less than seven (7) calendar days' notice is provided, the Employer shall pay the shift at the Basic Rate of Pay.
- (b) When the Employer initiates a change in the Employee's regularly scheduled shifts with less than seven (7) calendar days' notice and without the Employee's consent, the Employee shall be paid at one point five times (1.5X) for all hours worked of the changed schedule for days less than the appropriate notice.
- (c) When the Employer initiates a change in the shift start time, but not the day(s) worked, with less than seven (7) calendar days' notice and without the Employee's consent, the Employee shall be paid one point five times (1.5X) for the first shift only.
- (d) Any Employee who reports for work as requested and is sent home for any reason other than disciplinary, shall be paid three (3) hours at the Employee's Basic Rate of Pay.

ARTICLE 18
Hours of Work

18.01

The Employer and the Union acknowledge that to provide high quality services and programs and to meet the needs of individuals requires continuous flexibility and changes in scheduling subject to the provisions of this Collective Agreement. The Parties agree that, where applicable, the Employment Standards Regulations, Part 3, Division 9 – Caregivers apply.

18.02

Definitions

- (a) "Awake Hours" shall mean those hours or partial hours where an Employee is not allowed or able to sleep during the shift as a result of being required to attend to an individual or being kept awake by an individual.
- (b) "Sleep Hours" shall mean up to eight (8) hours in a shift where an Employee is allowed and/or able to sleep during the shift.

- (c) “Caregiver Employee” shall be defined as an Employee who works in 24-Hour Staff Residence and provides residential care services and who is exempt from certain sections of the Alberta *Employment Standards Code* under the Alberta Employment Standards Regulations in effect for Caregivers (Employment Standards Regulations, Part 3, Division 9, Caregivers). This includes all hours worked by Team Leads.
 - (d) “Non-Caregiver Employee” shall be defined as any Employee of the Employer who does not meet the definition of “Caregiver Employee” above, including those referred to as “Maintenance” in this agreement.
- 18.03 For the purpose of calculating standard hours of work, regularly scheduled hours will be averaged over four (4) weeks, whichever is the greater.
- 18.04 Minimum Hours
- At the time of hiring, Full-Time Employees shall be assigned the minimum hours per month they will be required to work, which shall not be lower than:
- (a) Caregivers
173.3 hours per month
 - (b) Non-Caregivers
140 hours per month
- Part-time Employees shall be notified of their minimum hours per month.
- 18.05 Employees shall not be required or permitted to work more than sixteen (16) Awake hours in a twenty-four (24) hour period.
- 18.06 Standard hours of work fall within the following categories:
- (a) Caregivers
 - (i) Awake Hours
Twelve (12) Awake Hours per day and /or up to two hundred sixty-four (264) Awake Hours per month; and /or
 - (ii) Sleep Hours
 1. Eight (8) Sleep Hours per day;
 2. Where the Employer schedules Sleep Hours, the actual hours spent attending to an individual or being kept awake by an individual are counted as Awake Hours when calculating daily or monthly overtime hours; and /or
 - (iii) 24 Hour Shift
Where an Employee has indicated a willingness to do so, or has accepted a position wherein the job posting indicated the position included 24-hour shifts, up to two (2) twenty-four (24) hour consecutive shifts, each consisting of sixteen (16) Awake hours and eight (8) hours Sleep Hours;

- (b) Non-Caregivers
 - (i) All Employees who work in the following programs: Access, Alberta Brain Injury Network (ABIN) program, DAC Catering, Finance, Outreach, Next to New Store, Career and Employment Services (CES), and Maintenance – up to eight (8) hours per day and forty (40) hours per week.
 - (ii) Employees in the Access Program, CES program, and Outreach program, where mutually agreed, may flex their hours to meet the needs of the Individual(s). Hours shall be balanced within four (4) week period.
 - (iii) Employees in DAC Catering, where mutually agreed, may bank additional hours worked above their regularly scheduled shifts at the Basic Rate of Pay. The time so banked may be used at the Employee's discretion within three (3) months of when it was banked.

18.07 Meal Breaks and Rest Periods

The time of meal breaks and the rest periods shall be determined by the Employer. Rest periods and meal breaks for each area will be as follows:

- (a) Caregivers – Employees are paid for all time they attend work but shall be entitled to rest periods where possible. Employees shall not leave the work site during rest periods and shall ensure the Individual is safe.
- (b) Non-Caregiver – One-half (1/2) hour unpaid and two (2) fifteen (15) minute paid rest periods, Where an Employee is required to work through their meal period, the meal period shall be paid.
- (c) Maintenance – One (1) hour unpaid lunch; two (2) – fifteen (15) minute paid rest periods;

18.08 Extra Shifts

- (a) Employees may pick up extra shifts in addition to their regularly scheduled shifts.
- (b) Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions.
- (c) Extra shifts can be picked up by Employees trained to the location.
- (d) When Employees have provided availability, extra shifts will be offered by seniority. Once an Employee has been offered a shift, their name will be placed at the bottom of the list and the next senior Employee will be offered the next shift.
- (e) The onus is on the Employee to provide availability.

- 18.09 Shift Exchanges
- (a) After the schedule is posted, Employees may exchange a scheduled shift with another Employee.
 - (b) Shift exchanges must be completed within the same month.
 - (c) Any exchange of work hours shall not result in any additional costs to the Employer.
 - (d) Such changes shall be documented on a change sheet and Team Leads shall be informed by the Employees.
 - (e) Once a shift is accepted, that Employee is responsible to work that shift.
- 18.10 Shift Giveaways
- (a) After the schedule is posted, Employees may give away a scheduled shift to another Employee.
 - (b) Shift giveaways shall not result in additional costs to the Employer.
 - (c) Shift giveaways shall be approved by the Employer.
 - (d) Once a shift is accepted, that Employee is responsible to work that shift.
- 18.11 Flexible Scheduling
- (a) Payment for out-of-town trips with individuals
 - (i) Accompanying an Individual on vacation shall be by mutual agreement between the Employer and the Employee.
 - (ii) Employees shall be paid for each twenty-four (24) hour period as per 18.06(a)(iii).
 - (iii) The twenty-four (24) hour period referenced in this clause shall commence at the time the trip begins and shall only be scheduled on a day where the Employee has not otherwise been scheduled.
 - (iv) Should the trip be anticipated to exceed sixteen (16) awake hours, another Employee shall be assigned to take over care at that time.
 - (v) If the out-of-town trip concludes with less than a full twenty-four (24) hour period to be worked, the Employee shall be paid at their Basic Rate of Pay for each hour worked in that time period up to a maximum of sixteen (16) hours.
 - (b) Non-Caregivers – Flexible schedules

From time to time, Individuals may require accompaniment for activities that require Employees to work outside their regularly scheduled hours. In such cases, Employees may either:

 - (i) Flex their schedules in such a manner that they are able to take the time off within the pay period, or;
 - (ii) Request payment of the hours worked at the applicable rate of pay.
 - (c) Expenses incurred under this clause shall be paid by the Employer as per the Employer's Travel and Expense claim policy. Meals shall be reimbursed as per Article 32.

18.12 Employees who are attending external education sessions at the direction of the Employer shall be paid for time in attendance up to eight (8) hours per day. All hours in attendance shall be paid at the Basic Rate of Pay for the applicable job classification. In the event the external education session is less than three (3) hours, the Employee shall be paid for three (3) hours.

18.13 Casual Employees

- (a) Casual Employees are required to provide their availability four (4) weeks in advance.
- (b) As a casual Employee, there is no guarantee or commitment of scheduled hours, and hours of work may vary and be irregular.
- (c) Casual Employees' employment status will be maintained by a monthly submission of availability.

18.14 Daylight Savings Time

On the proclaimed day when Daylight Savings time resumes, the one (1) hour reduction in the shift worked shall be effected with the appropriated deduction in regular earnings. On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with the payment due at the Basic Rate of Pay.

ARTICLE 19
Overtime

19.01 Caregivers

- (a) Overtime will be paid for all Awake Hours authorized by the Employer and worked in excess in each of the following scenarios:
 - (i) Twelve (12) hours per work day.
 - (ii) Two hundred and sixty-four (264) hours per work month.
 - (iii) 24 Hour Shift
 - I. Overtime will not be paid during 24 Hour Shifts where the 24 Hour Shift has been scheduled in advance as per Article 18.06(a)(iii).
 - II. Overtime will be paid for hours worked in excess of twelve (12) hours during a 24-hour shift where the Employee was not originally scheduled to work a 24 Hour Shift.
- (b) Sleep Hours
 - (i) If an Employee works during designated Sleep Hours, the time worked is counted as Awake Hours of work and are included when calculating daily and monthly overtime. Such hours will be paid at the applicable rate of pay, but not at Sleep Hours rates of pay.
 - (ii) Employees shall report to the Employer that they were required to work during Sleep Hours, and the Employer shall track the frequency of this occurrence to determine if the Shift must be converted into Awake Hours. Employees can request a review of a Sleep Hours Shift at any time. The decision to change from a permanent Sleep Hours Shift to a permanent Awake Hours shift is dependent on the funder.

- (c) The rate of one point five times (1.5X) the Basic Rate of Pay shall be paid for all overtime hours worked.

19.02

Non-Caregivers

- (a) Hours worked in excess of eight (8) hours per workday or forty (40) hours per work week, are overtime hours.
- (b) The rate of one point five times (1.5X) the applicable basic hourly rate of pay shall be paid for all overtime hours worked.

ARTICLE 20

Salaries

20.01 The Basic Rates of Pay as set out in the Wage Schedule shall be applicable to all Employees covered by this Collective Agreement.

20.02 Employees shall be paid at the rate of pay for the Position into which they were hired, even if they are covering work which is normally paid at a lower rate of pay. Employees who are asked to cover a position which is paid a higher rate of pay shall be paid at the same step on the higher wage scale for all hours worked in that position.

20.03 Recognition of Previous Experience

- (a) Where a newly hired Full-Time or Part-Time Employee has previous experience working in the job classification, which is satisfactory to the Employer, the Employer will recognize such previous experience.
- (b) Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum allowed under this clause.
- (c) Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required for the job classification.

20.04 Wage Progression

- (a) Caregivers

Employees shall be entitled to an increment on the completion of 2080 hours paid exclusive of overtime, Sleep Hours and relief hours worked.

- (b) Non-Caregivers

Employees shall be entitled to an increment on the completion of 1680 hours paid exclusive of overtime hours worked.

20.05 Employees transferring within the same job classification from one 24-Hour Staff Residence / Site to another 24-Hour Staff Residence / Site will maintain their Basic Rate of Pay and their wage progression hours.

20.06 Retroactivity

Any Employee whose employment has terminated prior to the date of ratification and would have been eligible to receive retroactive pay but for the termination of employment may be eligible to receive retroactive pay only upon submitting a written application for retroactive pay to the Employer within thirty (30) days after the date of ratification.

20.07

Overpayment

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to five percent (5%) of the Employee's gross earnings per pay period.

20.08

Underpayment

Underpayments shall be corrected by the Employer within three (3) working days and shall be paid to the Employee on an off-cycle cheque.

20.09

Pay Periods

- (a) Employees shall be paid on the 10th of each month.
- (b) Employees will be given the option of being paid an advance on the next pay to be paid on the 26th of each month.

ARTICLE 21
Leave of Absence

21.01

General Provisions Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where expressly stated.

- (a) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. Approval shall not be unreasonably denied and where permission is denied, reasons will be given.
- (b) A leave of absence without pay shall be granted to an Employee in the case of serious illness or accident to the Employee's immediate family.
- (c) Leaves of Absence may be extended by mutual agreement between the Employer and the Employee. Requests to extend a Leave of Absence referred to in (a) above shall be provided as soon as reasonably possible.
- (d) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (e) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. Employees' seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the leave of absence without pay.

- (g) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Benefits Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 31 (Health Benefits), provided that the Employee makes prior arrangements to pay full premium costs in a lump sum or on a monthly basis. A failure to remit the payment required above will result in cancellation of benefits.
- (h) The Employee on leave of absence in excess of three (3) months shall provide the Employer with twenty-eight (28) calendar days' notice, where possible, and shall in any case, provide the Employer with fourteen (14) calendar days' notice, of readiness to return to work or such shorter period of time as agreed between the Employer and the Employee, at which time the Employer will reinstate the Employee in the same job classification with the same FTE and in the position held by the Employee prior to taking general leave. If the position from which the Employee is on leave no longer exists, the Employee shall exercise their seniority rights pursuant to Article 13 (Layoff and Recall).

21.02

Maternity Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall, upon their request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as they may request. Such leave shall be without pay or benefits, except for the valid health related portion of maternity leave. Such leave shall be a maximum of sixteen (16) weeks within a seventy-eight (78) week period.
- (b) An Employee on maternity leave shall have the choice to maintain their benefits by paying the full portion of the premiums while on maternity leave. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full portion of the premiums.
- (c) A pregnant Employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their Physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided above, if the Employee is eligible for such leave or may commence sick leave at their discretion. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for and absence from work longer than eighteen (18) months, the Employee may request further leave without pay and benefit as provided by Article 21.01 and/or Sick Leave, whichever is applicable.

21.03

Parental Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall be granted a leave of absence without pay or benefits and without loss of seniority to a maximum of sixty-two (62) weeks within a seventy-eight (78) week period. Parental leave shall be without pay or benefits and shall commence following the birth of the child. Such leave may be extended by mutual agreement between the Employer and the Employee.

- (b) An Employee on Parental leave shall have the choice to maintain their benefits by paying the full portion of the premiums while on Parental leave. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full portion of the premiums.

21.04

Adoption Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall be granted up to sixty-eight (68) weeks of leave without pay in the seventy-eight (78) week period beginning on the day the child being adopted comes into the care of the Employee. Such leave may be extended by mutual agreement between the Employer and the Employee.
- (b) The Employee may commence adoption leave provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

21.05

An Employee on Maternity, Parental or Adoption leave shall continue to accrue seniority.

21.06

Jury or Witness Duty

Any Employee required by law for jury duty, jury selection, or witness duty in a matter arising out of their employment shall be allowed time off without loss of regular earnings during such absence. An Employee or jury or witness duty shall continue to accrue seniority. A request for a leave to act as a witness for a proceeding unrelated to the Employee's employment shall not be unreasonably denied and such leave shall be without pay. Any fee received as a juror or witness shall be paid to the Employer in cases where the Employer has paid the Employee's wages while they attended jury duty or witness duty.

21.07

Political Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial, or municipal elections.
- (b) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of two (2) terms.

21.08

Bereavement Leave

- (a) An Employee shall be granted three (3) consecutive working days bereavement leave without loss of pay, commencing with the date of death, in the event of the death of the following relatives of the Employee:

Spouse (including common-law and/or same sex relationships)	
child	stepchild
parent	stepparent
sibling	stepsibling
sibling-in-law	sibling's child
grandparent	parent's sibling
grandchild	parent-in-law
guardian	child-in-law
fiancée	
- (c) Consecutive work days shall not include the Employee's regular days off.

- (d) Bereavement leave, without loss of pay, shall be extended by up to two (2) days if travel in excess of three hundred (300) kilometres one (1) way from the Employee's residence is necessary.
- (e) At the discretion of the Employer, bereavement leave may be extended by up to two (2) additional unpaid days where extenuating circumstances warrant.
- (f) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off without pay to attend the funeral services.
- (g) An Employee shall not be required to take unscheduled vacation leave in lieu of bereavement leave when they are entitled to that leave.

21.09

Education Leave

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an unpaid leave of absence for such purpose where operational requirements permit for a maximum of twenty-four (24) months.
 - (i) Employees who are granted Education Leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
 - (ii) During an Employee's Education Leave, they may work as a Casual Employee in the bargaining unit without adversely affecting their reinstatement to the position from which they are on leave.

21.10

Personal Wellness Leave

- (a) Up to three (3) paid Personal Wellness Leave days per calendar year shall be available to Regular Full-time Employees. Part-time Employees shall have this entitlement pro-rated to their FTE.
- (b) Requests for Personal Wellness Leave shall not be unreasonably denied.
- (c) Employees shall inform the Employer of the need to take Personal Wellness Leave with as much advance notice as possible.
- (d) Personal Wellness Leave is only available to new Employees upon completion of the probationary period and such days shall be pro-rated based on full months remaining in the year.

21.11

Family Illness Leave

- (a) Two (2) paid Family Illness Leave days per calendar year shall be available for the purpose of attending to illness, injury, or traumatic event in the Employee's immediate family. An additional two (2) days may be approved by the Employer.
- (b) Family Illness Leave days shall be available to all Regular Full-time Employees and Regular Part-time Employees shall have this entitlement pro-rated to their FTE.
- (c) Requests for Family Illness Leave shall not be unreasonably denied.
- (d) Employees shall inform the Employer of the need to take Family Illness Leave with as much advance notice as possible.

- (e) Family Illness Leave is only available to new Employees upon completion of the probationary period and such days shall be pro-rated based on full months remaining in the year.

21.12

Compassionate Care Leave

- (a) The Employer recognizes the potential need for Employees to care for gravely ill or dying family members or other qualified persons.
- (b) Qualified person means a person in a relationship with the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.
- (c) When a regular Employee with a qualified person in the end stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay for a period of six (6) months. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full cost of the premiums.
- (d) In order to qualify for leave under this provision, the Employee shall meet the eligible requirements of the Employment Insurance regulations.

21.13

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subject to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

21.14

Citizenship Ceremony Leave

- (a) An Employee who has completed ninety (90) days of employment is entitled to one-half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).

21.15

Military Leave

- (a) An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

ARTICLE 22
Orientation and In-Service Programs

22.01 **New Hire Orientation**

An Employee shall be scheduled to complete the orientation programs prescribed by the Employer prior to being required to commence carrying out the duties of their job.

Such orientation programs shall be without charge to the Employees and an Employee who attends shall be compensated at their Basic Rate of Pay for all such hours.

22.02 The Employer shall provide in-service education to ensure that each Employee has the opportunity to receive the required training.

22.03 When required by the Employer to attend an in-service training program, such in-service training program shall be without charge to the Employees and an Employee shall be compensated at their Basic Rate of Pay for all such hours. An Employee who requests and is approved by the Employer to attend an in-service training program or other training course or seminar shall suffer no loss of pay.

22.04 **Individual Safety**

All Employees shall receive a site orientation prior to the Employee being asked to work or being assigned to work at a 24-Hour Staff Residence or Site.

ARTICLE 23
Appointments and Vacancies

23.01 When a new Full-time or Part-time position is created or when a Full-time or Part-time vacancy occurs in any job classification covered by this Collective Agreement, such position or vacancy shall be posted on Sharevision and, for Employees who have provided a personal email address, emailed to Employees no less than five (5) working days in advance of making an appointment.

- (a) The posting shall state the job classification, FTE, required experience and education, 24-Hour Staff Residence or Site, hours of work, shift cycle, pay range, and if temporary, the anticipated duration of such position.
- (b) A copy of the above postings shall be forwarded to the Union.
- (c) The subsequent offer letter shall contain:
 - (i) Employment status (regular, Temporary, Casual);
 - (ii) Classification and FTE;
 - (iii) Rate of pay;
 - (iv) 24-Hour Staff Residence or Site; and
 - (v) If temporary, the anticipated duration of such position.

23.02 Applications for vacancies shall be in writing according to the procedures established by the Employer.

23.03 When circumstances require the Employer to fill a vacancy, the appointment shall be made on a casual basis only until a Full-Time or Part-time appointment is made.

- 23.04 (a) In making promotions and transfers, experience, qualifications, requisite job-related skills, abilities, and other relevant attributes applicable to the position shall be the primary consideration. Where these factors are assessed by the Employer to be relatively equal, then seniority shall be the deciding factor.
- (b) If all applicants for a vacancy are Casual Employees, experience, qualifications, requisite job-related skills, abilities, and other relevant attributes applicable to the position shall be the primary consideration. Where these factors are assessed by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.
- 23.05 The foregoing provisions shall be waived and inoperative when placement of an Employee in a position is effected under the Employer's Duty to Accommodate.
- 23.06 A Full-Time or Part-Time Employee who applies for and is successful on a temporary posting shall maintain their status. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlement and benefits applicable. At the completion of the temporary term, the Full-Time or Part-Time Employee shall return to their former position. At the completion of their term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee if any.
- 23.07 (a) When an Employee is promoted to a position in a job classification with a higher end Basic Rate of Pay than their present job classification, they shall be advanced to the next pay step that provides them with an increase in their Basic Rate of Pay.
- (b) An Employee required by the Employer to temporarily replace another Employee in a job classification within the Bargaining Unit which has assigned a lower pay grade, shall not have their Basic Rate of Pay adjusted.
- 23.08 An Employee transferred or promoted to a position in the Bargaining Unit shall serve a trial period of up to three (3) months.
- During the trial period the Employee may either:
- (a) Return to their former position at their request; or
- (b) Be returned to their former position;
- 23.09 Involuntary and Voluntary Transfers between 24-Hour Staff Residences/Sites
- (a) There shall be no permanent or long-term Temporary involuntary transfers between 24-Hour Staff Residences/Sites. Where a Permanent or Temporary vacancy arises in a 24-Hour Staff Residence or Site, the Employer shall post the position as per this Article.
- (b) In cases of Emergency only, the employer may canvass Employees who are capable and qualified to perform the work and willing to work at another 24-Hour Staff Residence or Site for a single Shift. In the event there are no Employees who are willing to be transferred under this clause, the employer may transfer an Employee to a 24-Hour Staff Residence or Site based on reverse seniority.
- (c) Employees may pick up additional Shifts at alternate 24-Hour Staff Residences and Sites at their discretion.

ARTICLE 24
Reclassification and New Classifications

24.01 Employees will be provided with a detailed job description upon commencement.

24.02 **Reclassification**

- (a) When the duties of a job classification are substantially altered by an action of the Employer, the Employee shall have the right to file a classification review. The Employer shall provide to the Employee a job description that reflects the current duties of the position.
- (b) An Employee's written request for a classification review will be dealt with within thirty (30) days of receipt. The Employee will be advised in writing of the results of the review within sixty (60) days of the date of the request.
- (c) The review will be based on the job as it was on the date of the request for review. If as a result of this review the job classification is changed, it shall be effective as of the date the written request is received by the Employer.
- (d) If the Employee does not agree to the Employer's decision, then the matter may be processed in accordance with Article 11 (Grievance and Arbitration), commencing at Step 2.
- (e) An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced to the next step on the salary schedule that would provide, at minimum, one full increment.

24.03 **New Classification**

- (a) Should the Employer find it necessary to introduce a new classification during the course of the Collective Agreement, they will meet with the Union within fourteen (14) days of notification to the Union to discuss the following:
 - (i) The reason for the new classification;
 - (ii) The job description for the new classification;
 - (iii) The rates of pay for the new classification; and
 - (iv) The date the new classification is to be introduced.
- (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic Rate of Pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the meeting in (a) above.
- (c) The Parties shall attempt to resolve the Basic Rate of Pay through negotiations. Should the two parties fail to reach an agreement through negotiations within sixty (60) calendar days from the date that the Union received notification of the new classification, the matter may be resolved in accordance with Article 11.

ARTICLE 25
Resignation

- 25.01 An Employee shall provide the Employer with fourteen (14) calendar days' notice of their desire to resign from employment.
- 25.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the next regular pay date.

ARTICLE 26
Named Holidays

- 26.01 (a) The following are Named Holidays recognized under this Collective Agreement.
- | | |
|----------------------|---|
| New Year's Day | Labour Day |
| Alberta Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Holiday | |
- and all general holidays proclaimed by the Government of Alberta and/or the Government of Canada in the *Holidays Act*.
- 26.02 Pay for Working on a Named Holiday
- An Employee shall be paid for all hours worked on the Named Holiday at one point five (1.5X) their Basic Rate of Pay.
- 26.03 To qualify for a Named Holiday with Pay (a holiday-in-lieu), a Full-Time Employee must:
- (a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) work on the Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.

26.04

Holidays-in-Lieu

- (a) A Full-Time Employee who works on a Named Holiday shall be entitled to a Holiday-in-Lieu as follows:
 - (i) An alternate day off with pay at a mutually agreed time; or
 - (ii) By mutual agreement, a day off with pay added to their next annual vacation; or
 - (iii) The Employee may choose to receive payment for such day off with pay without taking the Holiday-in-Lieu.

The Holiday-in-Lieu shall be paid at the Full-Time Employee's Basic Rate of Pay for the hours scheduled on the day (shift) taken off.
- (b) The Holiday-in-Lieu shall be taken within four (4) weeks after the Named Holiday on which it is earned. If the Holiday-in-Lieu cannot be scheduled within that 4-week period, it shall be paid out pursuant to clause 26.04(a)(iii).

26.05

When a Named Holiday falls during a Full-Time Employee's annual vacation or on a day that would otherwise be a Full-Time Employee's regularly scheduled day of rest, the Full-Time Employee shall be entitled to a Holiday-in-Lieu per clause 26.04.

26.06

In lieu of Named Holidays, Part-Time or Casual Employees shall be paid five percent (5%) of their regular earnings on each pay.

ARTICLE 27
Annual Vacation

27.01

An Employee shall be granted the vacation period with pay as per their entitlement in Article 27.06 preferred by them at such times as may be mutually agreed upon by the Employer and the Employee. When the number of Employees in a 24-Hour Staff Residence or Site/department indicates a preference for a specific period which exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

27.02

The Vacation Year shall be April 1st to March 31st of the following year.

27.03

An eligible Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee, subject to the application of clause 27.04(d) and (e).

27.04

- (a) An eligible Employee shall apply in writing for their preferred vacation period.
- (b) An eligible Employee shall indicate their choice of vacation period(s) between February 1st and February 28th of each year. The Employer shall respond, in writing, to the vacation requests by March 31st.
- (c) For vacation requests outside of the period in clause 27.04(b), the Employer shall respond, in writing, within seven (7) calendar days of the request. These requests shall be considered on a first-come first-serve basis.

- (d) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July, August, and December. No eligible Employee shall be allowed more than two (2) weeks' vacation in July, August or December until all eligible staff have had an opportunity for two (2) weeks' vacation in July, August or December.
- (e) Any Employee who submits a vacation request outside of the time period specified in clause (b) shall endeavour to submit that request no less than seven (7) days in advance, but in the event the request is submitted with less than seven (7) days advance notice, the request shall not be unreasonably denied.

27.05 An Employee who resigns or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

27.06 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an eligible Employee shall earn entitlement to a vacation with pay.
- (b) Vacation entitlement can be taken on a "use as accrued" basis subsequent to the completion of a satisfactory probation period.
- (c) The rate at which such entitlement is earned shall be governed by length of total continuous service as follows:
 - (i) During the first (1st) to second (2nd) full years of such employment an Employee earns a vacation of ten (10) Working Days;
 - (ii) During the third (3rd) to fifth (5th) full years of such employment an Employee earns a vacation of fifteen (15) Working Days;
 - (iii) During the sixth (6th) to ninth (9th) full years of such employment an Employee earns a vacation of twenty (20) Working Days;
 - (iv) During the tenth (10th) to fourteenth (14th) full years of such employment an Employee earns a vacation of twenty-five (25) Working Days;
 - (v) During the fifteenth (15th) and subsequent full years of such employment an Employee earns a vacation of thirty (30) Working Days.

27.07 An Employee shall earn vacation leave while receiving Named Holiday pay, Sick Leave for the first thirty (30) consecutive work days, Workers' Compensation for the first thirty (30) consecutive work days, any other leave of absence with or without pay for the first thirty (30) calendar days.

27.08 Vacation Carry-over

- (a) Employees shall be entitled to carry-over five (5) days vacation leave from one vacation year to the next. Employees who wish to do so shall indicate in writing that they are carrying over vacation days by March 31st each year. Employees will be required to submit a plan to use the carried-over vacation at the time of notification, but shall not be approved to use the time during July, August, or December, unless there is no other Employee who has requested the time off in the vacation selection process in clause 27.04.

- (b) Vacation leave which is carried-over must be used by December 31st of the same year in which it is carried-over.
- (c) Carried-over vacation days shall not be eligible for the vacation selection process in Article 27.04 and are only to be scheduled on a first-come first-served basis.

27.09

Part-Time Employees

- (a) During service in the employ of the Employer, a Part-Time Employee shall earn entitlement to a vacation with pay.
- (b) Vacation entitlement can be taken on a “use as accrued” basis subsequent to the completion of a satisfactory probation period.
- (c) Vacation entitlement for Part-Time Employees shall be in accordance with the following formula. The hours paid at the Basic Rate of Pay multiplied by the applicable rate of:
 - (i) four percent (4%) during the first (1st) to second (2nd) year of continuous employment.
 - (ii) six percent (6%) during the third (3rd) to the fifth (5th) year of continuous employment.
 - (iii) eight percent (8%) during the sixth (6th) to ninth (9th) year of continuous employment.
 - (iv) ten percent (10%) during the tenth (10th) to fourteenth (14th) years of continuous employment.
 - (v) twelve percent (12%) during the fifteenth (15th) and subsequent years of continuous employment.

27.10

Casual Employees

Vacation pay for Casual Employees shall be based on the formula outlined in clause 27.09(c). Casual Employee vacation pay shall be paid on each pay and shall be calculated by applying the applicable percentage to the Casual Employee’s regular earnings of the given pay period.

ARTICLE 28

Sick Leave

28.01

- (a) Sick Leave is a form of insurance provided by the Employer for the purpose of maintaining regular earnings during absences due to: illness, quarantine by Medical Officer of Health, or because of an accident for which compensation is not payable in accordance with the *Workers’ Compensation Act*.

28.02

- (a) After an Employee has completed their probation period, they shall be allowed a credit for sick leave from the date of employment at the rate of one (1) working day for each full month of employment on the basis of twelve (12) hours of each work day in the case of Caregivers, or on the basis of eight (8) hours for each work day in the of Non-Caregivers, up to a maximum credit of twelve (12) working days. Sick leave credits can be used on an hourly basis.
- (b) Employees shall not be entitled to apply sick leave credit prior to the completion of their probationary period.

- (c) In the case of:
 - (a) Illness;
 - (b) Injury;
 - (c) Layoff;
 - (d) Leave of absence;
 - (e) Unpaid leave while in receipt of Long-Term Disability Insurance Plan;
 - (f) Periods while in receipt of compensation from the Workers' Compensation Board,

Sick leave shall not accrue during the period of any such absence.

28.03 Employees reporting sick shall advise the Employer as soon as possible.

28.04 An Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay for their scheduled shift and the time thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

28.05 Proof of Illness

- (a) Employees may be required to submit satisfactory proof of illness, non-occupational accident, quarantine, or attendance of a medical or dental appointment. Where the Employee must pay a fee for such required proof, the full fee shall be reimbursed to the Employee.
- (b) No Employee shall have their employment terminated or be disciplined solely by virtue of using or having exhausted their sick leave credits.

28.06 When an Employee has accrued the maximum sick leave credit of twelve (12) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.

Effective January 1, 2024:

Employees who were hired prior to January 1, 2023 shall have their sick leave banks loaded on the following formula: 12 days minus the number of days paid for sick leave in 2023. Employees who were hired after January 1, 2023, shall have this entitlement pro-rated based on the number of full months of employment in 2023.

- 28.07 (a) If an Employee requires time off for the purpose of attending a medical appointment, including appointments for services which are eligible for reimbursement under the Benefits plan, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave only where the time absent from the workplace is greater than two (2) hours. Employees may be required to submit satisfactory proof of such appointment.
- (b) When an Employee is required to travel for the purposes of medical appointments and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided they have been given prior authorization by the Employer. Employees may be required to submit satisfactory proof of such appointment.

- 28.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with clause 28.04.
- Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" or "out-patient", during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of clause 28.05(a). Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to clause 28.04 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave will be rescheduled to a mutually agreed later time frame.
- 28.09 Accumulated sick leave credits will be readily available to Employees on their paystubs.
- 28.10 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) Days of work;
 - (b) Days on which the Employee is on vacation;
 - (c) Days on which the Employee is on a Holiday-in-Lieu;
 - (d) Days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (e) Days on which the Employee is absent from work while attending Union Business.
- 28.11 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 21 (Leaves of Absence) for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they will be expected back to work and shall provide the Employer with fourteen (14) days notice (or such shorter period of time as agreed to by the Employer and Employee) of readiness to return to work and:
- (a) If the Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to prior to their disability;

- (b) If the Employee is incapable of performing the duties of their former position but is capable of performing the duties of their former job classification or another job classification within the organization, a reasonable effort shall be made by the parties to place them in an available position that they are capable of performing. In such a case the Union may agree to waive the posting provisions of the Collective Agreement.

The reinstatement of an Employee in accordance with clause 28.11 shall not be construed as being in violation of the posting and/or scheduling provisions of Article 23 (Appointments and Vacancies).

- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) Is not capable of resuming work pursuant to section (a), or
 - (ii) For whom, after a reasonable effort having been made pursuant to clause 28.11(b), alternate employment is not available, it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

28.12 Upon termination of employment, all sick leave credits shall be cancelled, and no payment shall be due.

28.13 Part-Time Employees

All foregoing provisions apply, except that a Part-Time Employee shall accumulate sick leave credits on the basis of one (1) working day per month prorated on the basis of the hours worked by the Part-Time Employee in relation to regularly scheduled hours for a Full-Time Employee.

28.14 Casual Employees

Casual Employees shall not have access to paid sick leave.

ARTICLE 29
Workers' Compensation

29.01 Worker's Compensation Board coverage will be provided by the Employer for Employees.

29.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.

29.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

29.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with seven (7) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than seven (7) calendar days where agreeable between the Employer and the Employee.

- 29.05 If an Employee sustains an injury in the course of her duties with the Employer and is eligible to receive Workers' Compensation, the Employee shall be paid by the Employer ninety percent (90%) of the Employee's regular wages bi-weekly, as defined by the Workers' Compensation Board, for the total period of entitlement, provided they assign over to the Employer on proper forms the monies due to her from the Workers' Compensation Board.
- 29.06 The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.
- 29.07 The Employee shall keep the Employer advised as to the progress of their condition on an ongoing basis.
- 29.08 Casual Employees
The provisions of this Article shall not apply to Casual Employees who are scheduled to work less than three (3) months; however, Casual Employees shall be eligible for Workers' Compensation Benefits in accordance with the laws of Alberta and shall receive such benefits directly from The Workers' Compensation Board.

ARTICLE 30 **Occupational Health & Safety**

- 30.01 A joint Occupational Health and Safety Committee ("the Committee") will be maintained to consider matters of Occupational Health and Safety.
- 30.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 30.03 The Union will have the right to designate six (6) Employees to the Committee. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups represented.
- 30.04 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 30.05 Occupational Health and Safety
The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to:
- (a) Provide Personal Protective Equipment and other safety equipment when required;
 - (b) Identify situations in writing to the Committee which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations;
 - (c) Assist in the development and promotion of measures to protect the health of Employees and to check the effectiveness of such measures.
- 30.06 The Employer will co-operate with the Committee by providing:
- (a) Materials and equipment necessary to carry out its functions in accordance with its terms of reference.
 - (b) Data pertaining to workplace health and safety conditions.

- 30.07 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Code.
- 30.08 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.
- 30.09 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee at the work site and may make recommendations to the Employer in that regard. The Employer shall reply in writing to the Health and Safety Committee within thirty (30) calendar days of receipt of the recommendations.
- 30.10 Imminent Danger
No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any client, Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.
- 30.11 The Employer agrees that it will notify and meet with the Union at the earliest possible opportunity following:
- (a) an incident of alleged Individual abuse by an Employee
 - (b) of alleged assault on an Employee by Individual
 - (c) an alleged assault between Employees
 - (d) or any other major safety concern.
- 30.12 Outbreak Status
Employees who are scheduled to work at a Site or 24-Hour Staff Residence shall be advised at the time of declaration that the Site or 24-Hour Staff Residence is on outbreak status. Employees who are picking up an extra shift at a Site or 24-Hour Staff Residence shall be advised of an outbreak status at the time they are offered the Shift.
- 30.13 Employees shall not work at a Site or 24-Hour Staff Residence without prior proper orientation to the Site or 24-Hour Staff Residence.

ARTICLE 31
Health Benefits

- 31.01 Eligibility for all benefits in this Article shall be Full-time or Part-time Employees who are regularly scheduled to work one hundred (100) hours or more per month.
- 31.02 When the enrollment and other requirements of the benefit carriers have been met, the Employer shall group plans and benefit levels in effect as of the date of certification:
- (a) An Extended Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
 - (b) Vision care including glass coverage of five hundred dollars (\$500.00) every two (2) years for eligible Employees and each year for dependents.
 - (c) A Prescription Drug Plan which provides one hundred percent (100%) reimbursement for eligible expenses up to established maximums provided for within the benefit carrier contract.
 - (d) A Dental Plan which provides up to a combined maximum of one thousand five hundred dollars (\$1500.00) annually the following reimbursements:
 - (i) One hundred percent (100%) reimbursement of eligible basic and diagnostic services;
 - (ii) Fifty percent (50%) reimbursement of eligible major restorative services;
 - (iii) Fifty percent (50%) reimbursement of eligible denture services;
 - (e) At the Employers' option, a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical proof.
 - (f) A Group Insurance Plan, inclusive of:
 - (i) Basic Group Life insurance (2X annual salary);
 - (ii) Basic Accidental Death and Dismemberment Insurance (2X annual salary);
 - (iii) Spouse \$25,000
 - (iv) Each Dependent Child \$20,000
 - (v) Guaranteed Critical Illness as per benefits plan in place at time of ratification.
 - (g) Long Term Disability Insurance (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly pre-disability earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period.

- 31.03 The Employer shall maintain these plans with the premium being paid 68% by the Employer and 32% by the Employee.
- 31.04 The Employer will provide one (1) copy of each of the plans to the Union.
- 31.05 The parties agree that benefits plan premiums shall be waived while an Employee is in receipt of Long-Term Disability.
- 31.06 In the event the Employer elects to change benefit plan carrier(s), the Employer will notify the Union and the Employees. The Employer agrees that any subsequent Benefits plan will have the same coverages as the plan in effect as of the date of ratification or greater.
- 31.07 Within thirty (30) days of ratification, the Employer shall provide to each benefits eligible Employee an electronic copy of the benefits booklet.

ARTICLE 32

Transportation and Other Expenses

- 32.01 Vehicles
- (a) Employees shall not be required to provide a personal vehicle for Employer business except for positions where there are bona-fide job requirements which includes but is not limited to Outreach, Community Access, Maintenance, CES, DAC Catering and all respective Team Leaders.
 - (b) Employees who agree to use their personal vehicle for Employer business shall be reimbursed for each kilometer driven at the rate of fifty-five (\$0.55) cents per kilometer. Should the price of gas increase above \$1.50 /litre at the time of travel, the rate of reimbursement shall be increased to sixty-six (\$0.66) cents per kilometer.
 - (c) The Employer shall reimburse Employees for the cost of business-use insurance on their personal vehicle.
- 32.02 The Employer shall reimburse an Employee for damage to personal property and vehicles caused by an individual in the course of their duties.
- 32.03 Meals
- Employees who are required to travel outside of St. Paul on Employer business and will be away during a meal period as stated below shall be reimbursed without the production of a receipt for meal and miscellaneous expenses as follows:
- | | | |
|-----------|----------------------|------|
| Breakfast | (7:00 AM – 9:00 AM) | \$15 |
| Lunch | (11:30 AM – 1:30 PM) | \$18 |
| Supper | (4:30 PM – 6:30 PM) | \$30 |
- Overnight per diem \$10
- 32.04 Expenses incurred by an Employee in order to carry out the business of the Employer shall be reimbursed upon production of a receipt.

ARTICLE 33
Alberta Communities Pension Plan

- 33.01 The Employer shall continue to provide a pension under the Alberta Communities Pension Plan.
- 33.02 The Pension Plan shall be open to all Full-time and Part-time Employees who work one hundred (100) hours or more per month following completion of the probationary period.
- 33.03 The Employee and the Employer shall make matching monthly contributions as follows:

Year of continuous Employment	Employee contributions with Employer matching contributions
After completion of the probationary period to the end of 4 th year	3%
After 5 continuous years to end of 7 th year	4%
After 8 continuous years to end of 10 th year	5%
After 11 continuous years to end 14 th year	6%
After 15 continuous years	7%

- 33.04 Employees shall automatically be advanced to the next accrual rate upon their anniversary date. Employees are responsible for advising the Employer if they do not wish to advance to the next accrual rate.
- 33.05 The operation of the Pension plan referred to above, shall, at all times, be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier.
- 33.06 The Employer shall make available copies of information brochures to all Employees participating in this plan and to the Union.

ARTICLE 34
Employee Liability

- 34.01 The Employer will maintain Comprehensive General Liability and Medical Malpractice Insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.
- 34.02 In accordance with the certificate of insurance, the Employer shall provide legal representation for matter arising out of the performance of an Employee's assigned duties.

ARTICLE 35
On-Call

35.01 **Definition**

- (a) On-Call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to work.
- (b) On-call duty shall be assigned on an equitable and fair rotational basis.

35.02 **On-Call Pay**

For each assigned hour of authorized on-call duty, an Employee shall be paid:

- (a) On regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
- (b) On scheduled days of rest and Named Holidays, the sum of four dollars (\$4.00) per hour. A Named Holidays or scheduled day of rest shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day of rest to twenty-four hundred (2400) hours on the same day.
- (c) Wherever possible, an Employee shall not be assigned to on-call duty more than seven (7) consecutive days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an employee has two (2) consecutive days off without being on-call. Where an Employee is on-call for more than seven (7) consecutive calendar days at their request or as the result of an exchange with another employee, the regular on-call rate shall apply.

ARTICLE 36
Call-back

- 36.01 Call-back shall mean any requirement to respond to the workplace without undue delay while "On-call".
- 36.02
- (a) When an Employee who is scheduled to be on-call is required to report to work, they shall be paid for all time worked at overtime rates or a minimum of three (3) hours at overtime rates, whichever is greater.
 - (b) Employees who have completed their scheduled shift and have left the workplace, but are not on-call, shall not be required to return to the workplace until their next scheduled shift.
 - (c) Employees who are not on-call but agree to work additional hours shall be paid at the applicable rate.
 - (d) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Government of Alberta rates per kilometer.
 - (e) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 36.03 An Employee who is called back to work on a Named Holiday in accordance with Clause 24.01, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater.
- 36.04 When a call-back forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-back except by mutual consent.
- 36.05 Where an Employee works more than six (6) hours on a call-back pursuant to this Article, and there is not a minimum of six (6) hours off duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of regular earnings.
- 36.06 When an Employee is consulted by telephone or electronic method and has been:
- (a) Assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the workplace; or
 - (b) Designated by the Employer to handle job-related matters without returning to the workplace.
- The Employee shall be paid at the applicable rate for the total accumulated time spent on the telephone or electronic consultation(s) and corresponding documentation and resolution during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

ARTICLE 37
Responsibility Pay

- 37.01 Employees shall be designated by the Employer to provide Team Lead coverage in the following circumstances and shall receive responsibility pay when they are assigned:
- (a) as a Team Lead who is required to cover more than the number of houses regularly assigned to them; or
 - (b) to cover a Team Lead who is absent.
- 37.02 Employees eligible for responsibility pay shall receive a twenty percent (20%) premium of their Basic Rate of Pay.
- 37.03 Responsibility Pay shall not be paid for more than thirty (30) consecutive days. In the event such coverage is required beyond thirty (30) consecutive days, the Employer shall post the position as per Article 23.

ARTICLE 38
Temporary Employees

- 38.01 The parties hereby agree that all provisions of this Collective Agreement shall apply to Temporary Employees except as follows:
- (a) Article 13 (Layoff and Recall)
 - (b) Article 33 (Alberta Communities Pension Plan)
- 38.02
- (a) A Temporary Employee shall not have the right to grieve the termination of the term position.
 - (b) The Employer shall provide at least seven (7) calendar day's written notice of termination of their term position.
 - (c) An Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 13 (Layoff and Recall) when no longer required in the temporary capacity.

ARTICLE 39
Casual Employees

- 39.01 The parties hereby agree that all provisions of this Collective Agreement shall apply to Casual Employees except as follows:
- (a) Article 13 (Layoff and Recall)
 - (b) Article 17.02, 17.03, 17.04, 17.05
 - (c) Article 20.01(e), 20.01(f), 20.01(g), 20.01(h), 20.06, 20.08, 20.09, 20.10, 20.11
 - (d) Article 29 (Sick Leave)
 - (e) Article 31 (Health Benefits)
 - (f) Article 33 (Alberta Communities Pension Plan)

Appendix A: Wage Schedule

1. Wage Increases

PDD, CSS Funded (CDSW, CDSW Complex Needs, Team Leader (Caregiver and Non-Caregiver), Team Leader Complex Needs, Programmer, Administrative Assistant PDD, CDSW (Non-Caregiver), Outcome Facilitator, Supports For Community Living)

January – March 2023 – 10% lump sum for all paid hours.

Retroactive to April 1, 2023 – 10% wage increase applied to each PDD and ABII (CSS) classification.

AHS Funded (Health Care Aide, HCA Team Leader, CDSW Home 4)

Retroactive to September 26, 2022 – 2 percent wage increase

Social Enterprises (DAC CDSW, DAC Production Worker, Next to New Production Worker, Next to New Manager, Maintenance Worker, Maintenance Production Worker, Finance/Payroll Assistant)

Retroactive to September 26, 2022 - 2 percent wage increase

2. Dates for payment of retroactive pay

Retroactive pay for the period of September 22, 2022 to March 31, 2023, and PDD Lump Sum for the period January to March 2023 – paid on March 15, 2024.

Retroactive pay for the period of April 2023 to the date of ratification will be paid as follows:

April 2023 to June 2023 - paid on April 10, 2024

July 2023 to September 2023 – paid on May 10, 2024

October 2023 to December 2023 - paid on June 10, 2024

January 2024 to date of ratification - paid on July 10, 2024

Time spent attending union business shall be considered time worked for the purposes of calculating retroactive pay.

WAGE SCHEDULE

JOB CLASSIFICATIONS	Effective Date	LEVEL 1 (Per Hour)	LEVEL 2 (Per Hour)	LEVEL 3 (Per Hour)	LEVEL 4 (Per Hour)
PDD Funded					
Community Disability Support Worker (CDSW)	Current	\$17.20	\$18.09	\$18.98	\$19.87
	01-Apr-23	\$18.92	\$19.90	\$20.88	\$21.86
Community Disability Support Worker (CDSW) -CN	Current	\$20.20	\$21.59	\$22.97	\$24.36
	01-Apr-23	\$22.22	\$23.75	\$25.27	\$26.80
Team Leader	Current	\$21.70	\$22.56	\$23.43	\$24.29
	01-Apr-23	\$23.87	\$24.82	\$25.77	\$26.72
Team Leader - Complex Needs	Current	\$25.20	\$26.23	\$27.26	\$28.29
	01-Apr-23	\$27.72	\$28.85	\$29.99	\$31.12
Programmer	Current	\$25.20	\$26.23	\$27.26	\$28.29
	01-Apr-23	\$27.72	\$28.85	\$29.99	\$31.12
Administrative Assistant	Current	\$17.20	\$18.87	\$20.54	\$22.20
	01-Apr-23	\$18.92	\$20.76	\$22.59	\$24.42
Non-Caregiver CDSW	Current	\$17.20	\$18.09	\$18.98	\$19.87
	01-Apr-23	\$18.92	\$19.90	\$20.88	\$21.86
Non-Caregiver Team Leader	Current	\$21.70	\$22.56	\$23.43	\$24.29
	01-Apr-23	\$23.87	\$24.82	\$25.77	\$26.72
Outcome Facilitator	Current	\$21.70	\$22.56	\$23.43	\$24.29
	01-Apr-23	\$23.87	\$24.82	\$25.77	\$26.72
CDSW Sleep Hours	Current	\$15.00			
ABIN (Alberta Brain Injury) Funded					
Supports for Community Living (SCLS)	Current	\$19.20	\$20.93	\$22.67	\$24.40
	01-Apr-23	\$21.12	\$23.03	\$24.93	\$26.84
AHS Funded (Aspen- Dept. 24; White Oaks - Home 4)					
HCA Team Leader	Current	\$22.10	\$23.10	\$24.10	\$25.10
	22-Sep-22	\$22.54	\$23.56	\$24.58	\$25.60
Health Care Aide (Dept. 24)	Current	\$19.10	\$20.47	\$21.85	\$23.22
	22-Sep-22	\$19.48	\$20.88	\$22.28	\$23.68

JOB CLASSIFICATIONS	Effective Date	LEVEL 1 (Per Hour)	LEVEL 2 (Per Hour)	LEVEL 3 (Per Hour)	LEVEL 4 (Per Hour)
CDSW Home 4	Current	\$17.10	\$17.99	\$18.88	\$19.77
	22-Sep-22	\$17.44	\$18.35	\$19.26	\$20.17
Team Leader	Current	\$22.10	\$23.10	\$24.10	\$25.10
	22-Sep-22	\$22.54	\$23.56	\$24.58	\$25.60
Other Funding					
DAC Catering					
Community Disability Support Worker (CDSW)	Current	\$17.20	\$18.09	\$18.98	\$19.87
	22-Sep-22	\$17.54	\$18.45	\$19.36	\$20.27
Production Worker	Current	\$15.00	\$15.67	\$16.33	\$17.00
	22-Sep-22	\$15.30	\$15.98	\$16.66	\$17.34
Next to New					
Next-to-New Manager	Current	\$19.13	\$20.09	\$21.04	\$22.00
	22-Sep-22	\$19.51	\$20.49	\$21.46	\$22.44
Production Worker	Current	\$15.00	\$15.67	\$16.33	\$17.00
	22-Sep-22	\$15.30	\$15.98	\$16.66	\$17.34
Property Management					
Maintenance Worker	Current	\$22.00	\$25.33	\$28.33	\$32.00
	22-Sep-22	\$22.44	\$25.84	\$28.90	\$32.64
Production Worker	Current	\$15.00	\$15.67	\$16.33	\$17.00
	22-Sep-22	\$15.30	\$15.98	\$16.66	\$17.34
Administration					
Finance / Payroll Assistant	Current	\$23.69	\$24.86	\$26.04	\$27.21
	22-Sep-22	\$24.16	\$25.36	\$26.56	\$27.75

Appendix B – List of Classifications by funding model and caregiver or non-caregiver

Classification	Funding Model	Caregiver/Non-Caregiver
Community Disability Support Worker (CDSW)	PDD	Caregiver
Community Disability Support Worker (CDSW) -Complex Needs	PDD	Caregiver
Team Leader	PDD	Caregiver
Team Leader – Complex Needs	PDD	Caregiver
Programmer	PDD	Non-Caregiver
Administrative Assistant	PDD	Non-Caregiver
CDSW	PDD	Non-Caregiver
Team Leader	PDD	Non-Caregiver
Outcome Facilitator	PDD	Non-Caregiver
Outreach	PDD	Non-Caregiver
Supports for Community Living	ABII	Non-Caregiver
HCA Team Leader	AHS	Caregiver
Health Care Aide	AHS	Caregiver
CDSW Home 4	AHS	Caregiver
Team Leader	AHS	Caregiver
DACC CDSW	Other	Non-Caregiver
DACC Production Worker	Other	Non-Caregiver
Next to New Production Worker	Other	Non-Caregiver
Next to New Team Leader	Other	Non-Caregiver
Maintenance Worker	Other	Non-Caregiver
Maintenance Production Worker	Other	Non-Caregiver
Finance/Payroll Assistant	Other	Non-Caregiver

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

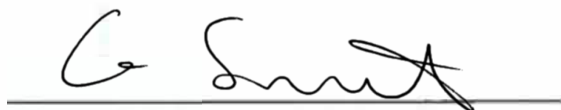
Signed this 2 day of May, 2024.

ON BEHALF OF ST. PAUL ABILITIES NETWORK



WITNESS 

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES



WITNESS 

LETTER OF UNDERSTANDING #1

BEWTEEN

S.P.A.N. ST PAUL ABILITIES NETWORK (SOCIETY)

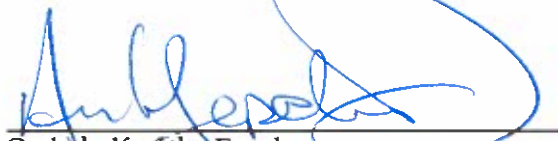
("the Employer")

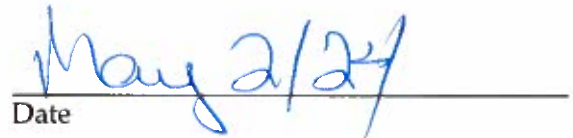
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

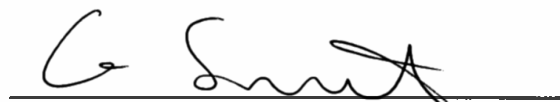
("The Union")

Re: Seniority List Following Ratification

1. Within sixty (60) calendar days of ratification or within sixty (60) calendar days of receipt of an Arbitrator's award, as applicable, the Employer shall compile a Seniority List.
2. Notwithstanding Article 12.02(a), the Employer shall recognize previous continuous service with the Employer of a Regular or Temporary Employee for the purpose of establishing their Initial Seniority Date under the Collective Agreement.
3. "Initial Seniority Date" shall mean the seniority date first established under the Parties' First Collective Agreement.


On behalf of the Employer


Date


On behalf of the Union

May 6, 2024
Date

LETTER OF UNDERSTANDING #2

BETWEEN

S.P.A.N. ST PAUL ABILITIES NETWORK (SOCIETY)

("the Employer")

and

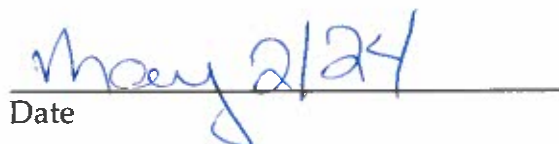
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES


("The Union")

RE: Hours of Work

1. Within thirty (30) calendar days of ratification, Employees status and minimum hours of work shall be confirmed in writing to the Employee.
2. Letters to Full-time Employees shall reference the minimum hours of work in Article 18.04.
3. The minimum hours of work for Part-time Employees shall be calculated by taking the average hours worked in the preceding twelve (12) months. If an Employee has less than twelve (12) months of service, the average hours worked of the months worked shall be calculated.
4. Employees who disagree with the information in their notification shall notify the Employer within fourteen (14) calendar days. Following notification, the Employee and the Union shall meet with the Employer to review the information that led to the Employer's decision. Employees shall be entitled to file a grievance if they disagree with the Employer's decision.


On behalf of the Employer


Date


On behalf of the Union

May 6, 2024
Date

LETTER OF UNDERSTANDING #3

BETWEEN

S.P.A.N. ST PAUL ABILITIES NETWORK (SOCIETY)

("the Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

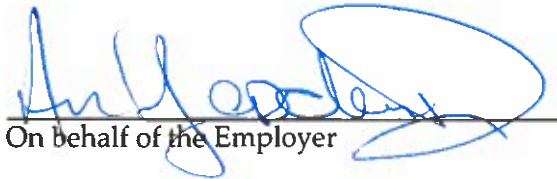
("The Union")

RE: Government Funding

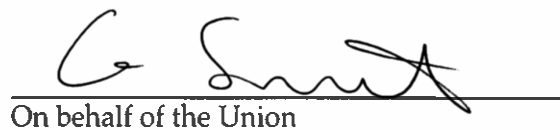
Should there be additional funding announced from the Government of Alberta which is specifically allocated towards Employee wage increases during the life of this Collective Agreement, the Employer will notify the Union and will provide full disclosure of the funds received within fourteen (14) calendar days of the date the Employer is notified.

The parties shall meet to negotiate wage increases within thirty (30) calendar days of notification to the Union.

Should the parties not come to agreement on the implementation of the wage increases, either party may advance the matter to Arbitration within thirty (30) calendar days of the last meeting of the parties.


On behalf of the Employer


Date


On behalf of the Union


Date

LETTER OF UNDERSTANDING #4

BETWEEN

S.P.A.N. ST PAUL ABILITIES NETWORK (SOCIETY)

("the Employer")

and

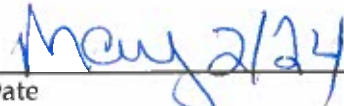
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES


("The Union")

RE: Implementation of Wage Progression

In accordance with Article 19.04, within ninety (90) calendar days of ratification, each Employee shall have their rate of pay reviewed to ensure that it aligns with the wage progression formula.


On behalf of the Employer


Date


On behalf of the Union

May 6, 2024
Date

LETTER OF UNDERSTANDING #5

BETWEEN

S.P.A.N. ST PAUL ABILITIES NETWORK (SOCIETY)

("the Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

("The Union")

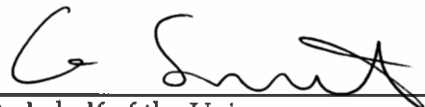
RE: Implementation and Termination of Business Use Insurance

Within ninety (90) days of ratification of the Collective Agreement, Employees who are in positions other than those listed in Article 32.01(a) and who are willing to use their personal vehicle for employer business, may notify the Employer of same and shall obtain business-use insurance for reimbursement if the insurance provider determines the business-use insurance is necessary.

Employees who have not used their personal vehicle to carry out the work of the Employer within a ninety (90) day period shall cancel their business use insurance and shall advise the Employer of same, and the Employee shall no longer be required to use their personal vehicle for this purpose.


On behalf of the Employer


Date


On behalf of the Union

May 6, 2024
Date

LETTER OF UNDERSTANDING #6

BETWEEN

S.P.A.N. ST PAUL ABILITIES NETWORK (SOCIETY)

("the Employer")

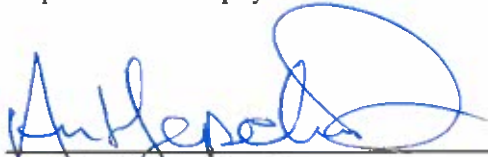
and


THE ALBERTA UNION OF PROVINCIAL EMPLOYEES


("The Union")

RE: Implementation of Wage Scale

Effective the date of ratification, Employees who are not red-circled will be placed on the wage scale for their current position on the step which is the next highest than their current rate of pay. If their current rate of pay matches a step on the wage scale, the Employee will be placed on that step. Retroactive pay will be based on wage step established under this Letter of Understanding.


On behalf of the Employer


Date


On behalf of the Union

May 6, 2024
Date

DATE: October 10, 2025