COLLECTIVE AGREEMENT

between

HOUSE NEXT DOOR SOCIETY

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA

APRIL 1, 2019 to MARCH 31, 2022

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BETWEEN

THE HOUSE NEXT DOOR SOCIETY

(hereinafter referred to as the Employer)

OF THE FIRST PART - and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its Employees, and to establish the necessary procedures and provisions to assist both the Employer and the Union to accomplish their objectives.

The parties agree as follows:

ARTICLE 1: TERM OF AGREEMENT AND RETROACTIVITY

- 1.01 This Agreement, including Appendices, shall be in force and effect from April 1, 2019 up to and including March 31, 2022, and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange initial proposed amendments at commencement of negotiations.
- 1.03 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.
- 1.04 Any Employee whose employment has terminated between April 1, 2019, and the date upon which this Agreement is signed by the Employer and the Union is eligible to receive retroactively any increase in salary which they would have received but for the termination of employment, only upon submitting to the Employer within thirty (30) days after the signing of this Agreement a written application for such retroactive salary.

ARTICLE 2: DEFINITIONS

In this collective agreement:

- 2.01 "Union" means the Health Sciences Association of Alberta.
- 2.02 "Employer" means the House Next Door Society.
- 2.03 "Employee" (as further defined in Article 2.05 and as listed in Appendix A) shall mean a person who performs, on a regular basis, the job functions pertaining to any classification covered herein or who is included in the bargaining unit by a decision of the Alberta Labour Relations Board.
- 2.04 FTE means full-time equivalency, which is an expression of the ratio of hours of work of a part-time Employee to the paid hours of work of a full-time Employee, which are two thousand eighty eight (2088) hours in a calendar year.
- 2.05 All Employees will be designated as follows:
 - (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "full-time Employee " is a regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
 - (ii) "part-time Employee" is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.
 - (b) "Casual Employee" is a person who:
 - (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for an absence the duration of which is three (3) months or less.
 - (c) "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 and less than twelve (12) months; or
 - (ii) to replace a full-time or part-time Employee who is on an 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 a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- (v) At the time of hire, the Employer shall state in writing the expected term of employment. Where the expected specified term of employment will not result, the Employer will provide two (2) weeks written notice to such Employee in cases where the term of temporary employment is twelve (12) months or more, or one (1) week written notice in cases where the term of temporary employment is less than twelve (12) months.
- (vi) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 20.07.

7.06, 7.07(c)

2.06 Except as otherwise modified under specific Articles, all provisions of this Collective Agreement shall apply to Regular part-time, Temporary, and Casual Employees on a pro rata basis when applicable, except that Casual Employees shall not be entitled to benefits provided in the following Articles:

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Seniority 21 (except 21.01 (b), (c))

Discipline and Dismissal 25 Retirement Plan 29

Hours of Work

- 2.07 Throughout this Collective Agreement, a word used in the singular applies also in the plural, and vice versa.
- 2.08 "Job Steward" means an Employee of the House Next Door Society who has been appointed by the Union to advocate for and represent the interests of fellow Employees.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 Management reserves all rights not specifically restricted by this Agreement.
- 3.02 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, discipline and efficiency;
 - (b) maintain, alter, and enforce, from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Agreement, as described in the Certificate of the Labour Relations Board, Certificate No. 1-94, and amendments.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Employer and the Union.
- 4.04 An Employee shall not engage in Union business during their working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided a prior written request is submitted to the employer at least three (3) days prior to the event and written permission to do so has been so granted by the Employer.
- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new Employees with respect to the structure of the Union, as well as the rights,

responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Chair one (1) week in advance of the orientation where practicable.

4.07 The name of the Local Unit Executive or Job Steward shall be supplied in writing to the Employer before they are recognized as a Union representative. A Union representative shall be entitled to leave work to carry out their functions as provided in the Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Union representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

4.08 Bulletin Boards

The Employer shall provide bulletin boards at each worksite to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 5: UNION MEMBERSHIP, SECURITY AND DUES

- 5.01 Membership in the Union is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including Employees on recall)] of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of Employees.
 - (b) For the purposes of this Article, "gross earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
 - (c) If possible, the Employer will provide the monthly dues as outlined in Article 5.02(a), in electronic form.

- 5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error. Where an adjustment is necessary to correct an over or under payment of dues, the Employer will effect it in the succeeding month.
- 5.04 The Employer shall advise new Employees with the fact that a Collective Agreement is in effect and introduce a new Employee to their Local Unit Executive so that they can be advised of the terms and conditions set out in the Agreement.
- 5.05 The Employer will record the amount of individual dues deducted on T4 slips issued for income tax purposes.

ARTICLE 6: NO DISCRIMINATION, HARASSMENT, SEXUAL HARASSMENT

- 6.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason or age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, gender identity, gender expression, source of income, family status or marital status, family relationship, mental disability, physical disability nor by reason of membership or activity in the Union.
- 6.02 For the purposes of this Article, the term "harassment" shall be defined in accordance with the Employer's policy on Workplace Abuse and Harassment. The Employer and the Union agree that no form of harassment shall be condoned in the workplace, and it is further agreed that both parties will work together to recognize and deal with these problems when they arise.
- 6.03 The Employer shall maintain and administer a policy with respect to harassment in the workplace that includes the following:
 - (a) a work environment free of harassment;
 - (b) informing all Employees of this policy, including their rights and responsibilities; and
 - (c) a procedure for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.

ARTICLE 7: HOURS OF WORK

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

- week. The work week is accepted and recognized as commencing on Monday at 00:00.
- 7.02 Normal hours of work shall be eight (8) hours per day, and forty (40) hours per week, for full-time Employees and less than forty (40) hours per week for part-time Employees. This provision also covers casual Employees assuming part-time or full-time equivalent positions.
- 7.03 The Employer and Employees recognize coffee breaks and lunch breaks shall be taken when practical and are included in the eight (8) hour day.
- 7.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Union. When a modified hours of work agreement is implemented, the document will be attached to the Collective Agreement.
- 7.05 Two Employees or Employer may request a "job-share" arrangement. When a request for a "job-share" has been mutually agreed upon between the Employees and the Employer, the terms and conditions shall be confirmed in a written agreement signed by the Employer and the Union. When a "job share" agreement is implemented, the document will be attached to the Collective Agreement.

7.06 Special Conditions for Camp

- (a) Attendance at the Camp shall be by mutual agreement between the Employer and the Employee.
- (a) An Employee shall be paid their basic rate of pay for eight (8) hours for each day in attendance at the Camp.
- (b) Employees who attend Camp shall be further compensated with four (4) paid hours off for every day in attendance at the camp, to be taken at a time mutually agreed by the Employer and the Employee.

ARTICLE 8: OVERTIME

- 8.01 (a) The Employer shall determine when overtime is necessary and for what period of time it is required. All time, where approved by the employer, worked in excess of and in conjunction with forty (40) hours per week shall be paid for at the rate of one and one-half times (1½ X) the basic rate.
 - (b) Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 8.02 Employees required to work by the Employer on their scheduled days off shall be paid at overtime rates. This shall not preclude shift trading, where the shift

- trade is mutually agreed upon by affected parties subject to Employer approval.
- 8.03 Employees shall not be required to layoff during their regular shift to equalize any overtime worked previously.
- 8.04 Overtime during unscheduled sleep function shifts shall be paid at the overtime rate based on the "sleep shift hourly wage scale," and be paid out by the following pay period.
- 8.05 (a) An Employee may request time off in lieu of overtime worked to be taken at a mutually agreeable time within twelve (12) months of the pay period in which the overtime was worked.
 - (b) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
 - (c) Failing mutual agreement under (a) above, the Employer shall effect payment of time off in lieu banks, to be paid out in the first full pay period of March 1st every year.
 - (d) An Employee may request overtime be converted to vacation leave credits.
 - (e) Time off in lieu banks shall not be permitted to exceed forty (40) hours at any time. Overtime will be paid out once the bank reaches forty (40) hours.

ARTICLE 9: TRANSPORTATION ALLOWANCE

- 9.01 An Employee who is called back to the workplace shall be reimbursed for reasonable, necessary and substantiated transportation expenses. If the Employee travels for such purpose by private automobile, they shall be reimbursed at the highest Canada Revenue Agency non-taxable amount per kilometer from the Employee's residence to the workplace and return.
- 9.02 An Employee who normally travels from the workplace to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the workplace to their place of residence.
- 9.03 (a) An Employee who is authorized to use their own motor vehicle on Employer business shall be reimbursed at the highest Canada Revenue Agency non-taxable amount per kilometer for actual kilometres travelled.
 - (b) Employees who are required to use their personal vehicles for Employer business, and are required by their insurer to maintain business use

insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

- (c) Travel time in the course of the performance of the outreach Employee 's job duties is considered work time.
- (d) Employees who are required by the employer to use their personal vehicles will receive travel time and mileage from their home or their normally assigned office whichever is the shortest route to the first client's home. Mileage and travel time will also be paid from the last client's home to the Employee 's home or their base office (whichever is the shortest route). Travel time will be paid at the Employee 's applicable rate of pay.

9.04 Miscellaneous Travel Cost

- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.
- (c) Employer business shall be defined as work directed by the Employer.

ARTICLE 10: RATES OF PAY

- 10.01 Basic wage scales and increments shall be as set out in the attached Appendix and shall:
 - (a) be effective on the dates specified therein
 - (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit
 - (c) form a part of this Collective Agreement
- 10.02 (a) Unless otherwise changed by the operation of this Collective Agreement, wage increments for Regular Full-time Employees shall be applied on the first pay run immediately following the anniversary of the date the Employee commenced employment as a Regular Full-time Employee.

- (b) Unless otherwise changed by the operation of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee shall have their anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to their change in status.
- (c) Part-time, Temporary and Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and eighty-eight (2,088) regular hours of work.
- 10.03 The pay rate for each classification shall be in hourly terms as in the attached Appendix "A."
- 10.04 On occasion when the Employee on sleep function shift reports dealing with a client need or safety concern, e.g. respond to a smoke alarm, remains awake because a client is expected to return etc. they shall be paid the applicable hourly rate for Residence Counsellor. When management knows in advance that the house attendant will be required to remain awake for the entire shift, the house attendant will have the option of declining that shift and being replaced by a relief staff or if they accept the shift, the rate of pay will be the applicable hourly rate for Residence Counsellor.

10.05 Temporary Assignments

When an Employee works in the absence their regular out-of-scope Supervisor or Manager and is designated to be responsible for the performance of additional supervisory duties which would otherwise be performed by their regular out-of-scope Supervisor or Manager, the Employee shall receive responsibility pay of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 11: PAID HOLIDAYS

11.01 The following are considered Paid Holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
August Civic Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

11.02 To qualify for a Paid Holiday with pay, the 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.
- (b) Work on a Paid Holiday when scheduled.
- 11.03 (a) A Regular or Temporary full-time Employee obliged, by the Employer, in the course of duty to work on a Paid Holiday shall be paid for all hours worked on the Paid Holiday at one and one-half times (1 1/2X) their basic rate of pay plus:
 - (i) one regular day's pay, or
 - (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the holiday, or
 - (iii) by mutual agreement, the day added to their next annual vacation.
- 11.04 Should a Paid Holiday fall during an Employee's vacation period, they shall be allowed an extra day for such paid holiday providing the Employee submits their request at the time Annual Vacation is scheduled or not less than thirty (30) days prior to Annual Vacation being taken. Should it not be possible for the Employee to take such extra day in connection with their vacation, they shall, by mutual agreement, be allowed the extra day. Failing this, the Employee shall be given one (1) day's pay at their basic rate of pay.
- 11.05 When a Paid Holiday falls on a day that would otherwise be an Employee's regular scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged, the Employee shall receive one (1) regular day's pay in lieu of the holiday.
- 11.06 Paid Holidays for Part-Time, Temporary Part-Time and Casual Employees shall be paid as follows:
 - (a) If a Paid Holiday falls on a day that would normally have been a work day for the Employee, and the Employee does not work on the Paid Holiday, then the Employee must be paid for the Paid Holiday at least the Employee's average daily wage.
 - (b) If a Paid Holiday falls on a day that would normally have been a work day for the Employee and the Employee works on the Paid Holiday, then the Employee is entitled to an amount that is at least the Employee's average daily wages, and an amount that is at least one and one-half times (1 1/2X) the Employee's wage rate for each hour of work of the Employee on that day.

(c) The definitions of the phrases "average daily wage" and "would normally have been a work day" are those contained in the Employment Standards Code.

ARTICLE 12: ANNUAL VACATION

12.01 In this agreement:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing the first day of April in each calendar year and concluding on the 31st day of March of the following calendar year.
- (c) "Date of Employment" for the purposes of calculating annual vacation means:
 - (i) in the case of an Employee whose employment commenced between the first (1st) and the fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;
 - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and the last days inclusive of any month, the first (1st) day of the following calendar month.
- 12.02 A Regular and Temporary full-time Employee who has completed less than one (1) full vacation year of service shall receive one point two five (1.25) working days vacation with pay for each month worked.

12.03 Regular and Temporary Full-time Employees:

- (a) During the first (1st) to third (3rd) years of continuous full-time employment, an Employee shall earn entitlement to paid vacation calculated on a basis of fifteen (15) working days (120 hours), accrued on a monthly basis at 1.25 days (10 hours).
- (b) During each of the fourth (4th) to twelfth (12th) years of continuous full-time employment, an Employee shall earn entitlement to paid vacation calculated on a basis of twenty (20) working days (160 hours), accrued on a monthly basis at 1.67 days (13.33 hours).
- (c) During each of the thirteenth (13th) and subsequent years of continuous full-time employment, an Employee shall earn entitlement to paid vacation calculated on a basis of twenty-five (25) working days (200 hours), accrued on a monthly basis at 2.08 days (16.67 hours).

(d) Supplementary Vacation

As recognition leave which acknowledges the contributions that long-term Employees make, House Next Door will provide five (5) additional days off with pay on each of the employment anniversaries of twenty (20), twenty-five (25) & thirty (30) years. This time must be used in whole or in part within the following five (5) year period and is prorated to the Employee's FTE. Time off must be scheduled at a mutually agreeable time. Unused recognition time will not be carried over to the subsequent five (5) year period and will not be paid out should the Employee leave House Next Door.

- 12.04 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 12.05 An Employee leaving the service of the Employer at any time before they have exhausted the vacation credits to which they are entitled, shall receive payment of wages in lieu of such earned vacation.

12.06 Time of Vacation

- (a) All Employees shall apply in writing for the vacation period preferred by them. Preferences of choice of vacation dates shall be determined by seniority of service in the Employee's classification and location. However, the Employer shall make the final decision on vacation scheduling for operational requirements.
- (b) All Employees shall indicate their choice of vacation period(s) between February 1st and March 31st of each vacation year.
- (c) The Employer shall respond to the vacation requests by April 30th.
- (d) Any Employee who fails to submit their vacation requests by March 31st, shall lose their choice by seniority.
- (e) Employees may take their vacation entitlement in multiple installments.
- (f) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks in July or August until all Employees have had an opportunity for two (2) weeks vacation in July or August, or where coverage is available, by mutual agreement between the Employer and the Employee.
- 12.07 No Employee may continue to work and draw vacation pay in lieu of taking their vacation.

- 12.08 An Employee shall have the right to utilize vacation credits as they are earned subject to mutual agreement between the Employer and the Employee.
- 12.09 An Employee may, upon giving at least three (3) weeks' notice, receive on the last office day preceding commencement of their annual vacation any pay cheques which may fall due during the period of vacation.
- 12.10 An Employee may request to carry over unused vacation credits to the next vacation year.
- 12.11 Casual, temporary and part-time Employees shall receive their vacation percentage pay out on a monthly basis.

Casual, temporary and part-time Employees shall receive their vacation percentage pay on every pay cheque, in accordance with the following:

- (a) six percent (6%) during each of the first four (4) years of employment; or
- (b) eight percent (8%) during each of the fifth (5th) to thirteenth (13th) years of employment; or
- (c) ten percent (10%) during each of the fourteenth (14th) to nineteenth (19th) years of employment.
- 12.12 For casual, temporary and regular part-time Employees, only those regularly scheduled hours and additional and on a Paid Holiday to a maximum of eight (8) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.
- 12.13 Vacation Days for Part-time Employees During each year of continuous service in the employ of the Employer, a part-time Employee shall earn vacation days without pay in accordance with this article. Vacations shall be applicable to part-time Employees on the basis that such Employees receive in each year only that proportion of benefits that their period of actual regularly scheduled service in the year bears to a year of full-time service.
- 12.14 When an Employee is required to work during their approved vacation, they shall receive pay for all regular hours worked at two times (2X) their basic rate of pay. Hours worked while on vacation shall not be deducted from an Employee's vacation credits and their vacation will be rescheduled for a time mutually agreed between the Employer and the Employee. In addition, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

ARTICLE 13: ILLNESS LEAVE

- 13.01 (a) "Illness Leave" means the period of time an Employee is absent from work with full pay by virtue of being ill or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
 - (b) The Employer recognizes that alcoholism, drug addiction, emotional/ psychological disorder and/or distress, and/or mental illness, are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as illness leave.
- 13.02 (a) After a Regular full-time Employee has completed their probation period, they shall accumulate 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 eight (8) hours for each work day up to a maximum credit of forty-five (45) working days provided, however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period.
 - (b) In the case of:
 - (i) illness;
 - (ii) injury;
 - (iii) layoff;
 - (iv) leave of absence;
 - (v) unpaid leave while in receipt of long-term disability insurance plan;
 - (vi) periods while in receipt of compensation from the Workers' Compensation Board,

sick leave shall not accrue during the period of any such absence in excess of thirty (30) calendar days.

(c) Part-Time Employees and Temporary Employees of 3 months or more

All of the foregoing provisions apply, except that a Part-Time Employee working a minimum of 0.5 Full Time Equivalency, twenty (20) hours a week shall accumulate sick leave credits on the basis of one (1) working days per month pro-rated on the basis of Full Time Equivalency contracted hours.

(d) <u>Temporary and Casual Employees</u>

This Article shall have no application to Casual or Temporary Employees who are scheduled to work less than three (3) months.

- 13.03 The Employer may require satisfactory medical proof in the form of a medical certificate to substantiate any claim for illness leave or to confirm an Employee's fitness to return to work from an illness. Where the Employee must pay a fee for such proof, the fee shall be reimbursed by the Employer to a maximum forty dollars (\$40.00) upon submission of the original receipt.
- 13.04 Should an Employee demonstrate to the satisfaction of the Employer that they were ill and receiving medical care during their vacation, they shall be considered on illness leave for the period of their illness, subject to other conditions of eligibility in this Article. Vacation time not taken as a result shall be taken at a later date. Under no circumstances shall an Employee be entitled to both illness leave and vacation pay for the same day.

ARTICLE 14: WORKERS' COMPENSATION

- 14.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
 - (i) the Employee assigns over to the Employer, on proper forms, the monies due to them from the WCB for time lost due to an accident; and
 - (ii) the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the WCB Act; and
 - (iii) the Employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer.
 - (b) The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 30 shall not commence until the Employer has received reimbursement from the Workers' Compensation Board, or has issued any statement of adjustment to the Employee, whichever is later.

- (c) An Employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 14.01(b) shall be deemed to be on a leave of absence without pay.
- (d) An Employee in receipt of Workers' Compensation benefits shall:
 - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments:
 - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.
- 14.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
 - (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the Employee in the same classification held by them immediately prior to the disability with benefits that accrued to them prior to the disability;
- 14.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 20.

ARTICLE 15: LEAVE OF ABSENCE

15.01 General Policies Covering Leaves of Absence

The following general policies apply to all leaves of absence as described in this Article:

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer shall indicate approval or disapproval in writing within fourteen (14) calendar days of the request for any leave of absence.
- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without permission of the Employer shall be deemed to have terminated their employment.
- (c) Except as provided in Article 15.01(d) below, where an Employee is granted a leave of absence of more than one (1) months' duration, and that Employee is covered by any or all of the plans specified in Article 16, that Employee may, subject to the Insurer's requirements, make prior

arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.

- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, and/or illness related EI, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) In the case of a leave of absence, an Employee shall accrue sick leave and vacation credits for the first (1st) month. Where the leave of absence exceeds one month, an Employee's increment date shall be adjusted by the amount of time as that the leave of absence exceeds one (1) month, and the new increment date shall prevail thereafter.
- (f) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (g) General Leave shall only be applicable to the entirety of an Employee's working aggregate contract.

15.02 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. The Employer shall indicate approval or disapproval in writing within fourteen (14) calendar days of the written request for any leave of absence. Where approval is denied, the Employer will respond in writing and reasons shall be given.

15.03 Maternity and Parental Leave

- (a) An Employee who has ninety (90) days of employment shall, upon their written request, be granted unpaid Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall include benefits per Article 16 for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Long Term Disability benefits and/or illness related El. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave. If Maternity Leave has not already commenced in

- accordance with Clause 15.03 (a) such Maternity Leave will end sixteen (16) weeks after the commencement of the leave.
- (c) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted a leave of absence without pay and benefits for the purpose of parenting duties following the birth or adoption of a child, for a period of up to sixty two (62) weeks. For the birth mother, Parental Leave starts immediately following Maternity Leave.
- (d) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.
- (e) An Employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position held by them immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.
- (f) Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such Employee to attend to matters directly related to the birth or adoption of a child.

15.04 Time Off for Union Business

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
 - (i) The grievor and/or one (1) representative of the local unit for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
 - (ii) Local representatives, not to exceed three (3) in number, for time spent in Employee/Management Committee meetings with representatives of the Employer.
- (b) Provided the Employer's operational efficiency can be maintained, leave of absence with pay shall be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools or Union business. If the request is denied, reasons shall be given by the Employer. The Employer shall not unreasonably withhold such leave.
- (c) To facilitate collective bargaining negotiations, time off shall be granted to up to two (2) Employees.

- (d) Employees who are elected or selected for a position with the Union shall be granted leave of absence with pay and with no loss of seniority. Such leave shall be renewed on request during their term of office.
- (g) Time off granted in accordance with Article 15.04 (b)(c) and (d) shall be with pay and the Union agrees to reimburse the Employer for wages plus a fifteen percent (15%) administration fee.

15.05 Jury or Witness Duty

Any regular full-time, part-time or temporary Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence but any fee receivable as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence

15.06 **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 during their term of office, but shall not accrue seniority during the leave.

15.07 **Bereavement Leave**

(a) An Employee shall be granted five (5) consecutive working days without loss of salary in the event of death of a member of the Employee's immediate family. In the event that an Employee requires their bereavement leave to be taken in non-consecutive days, a formal request shall be made at the time. The Employer shall not deny reasonable requests.

Immediate family of the Employee is defined as:

Spouse (including common-law spouse), child, parent, guardian, brother, sister, grand-parent, grandchild, aunt, uncle, niece, nephew, mother- or father-in-law, step- parents, brother- or sister-in-law, son- or daughter-in-law, step-children or foster parents.

- (b) One (1) day "mourner leave" with pay shall be granted for the death of a significant other person.
- (c) Consecutive work days shall not include the Employee's regular days off.

- (d) Bereavement leave, without loss of regular earnings, shall be extended by up to two (2) working days for travel in excess of six hundred and fifty (650) kilometres return.
- (e) In calculating paid Bereavement leave entitlement for part-time Employees, the provisions of the Bereavement Leave Article shall apply only to regular working days which fall during a ten (10) calendar day period commencing with the date of death. Bereavement leave shall be pro-rated for part-time Employees.

15.08 Special Leave

- (a) The parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which may include illness in the Employees' immediate family. The Direct Supervisor may approve special leave in such circumstances to a maximum of sixteen (16) hours without loss of pay in each calendar year in the following circumstances:
 - (ii) if circumstances not directly attributed to the Employee including illness in the immediate family, prevent reporting for duty. The Direct Supervisor will grant the leave if the request is reasonable under the circumstances.
 - (iii) serious household or domestic emergencies.
 - (iv) serious community emergencies if the Employee is required to help.
 - (v) to attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action.
 - (vi) under specific circumstances, to extend the leave for a death in the immediate family.
- (b) Any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 15.02 General Leave.
- (c) An Employee shall be required to submit in a written explanation to the employer demonstrating the applicability for Special Leave consideration within two (2) days of the end of said leave.
- (d) Special leave must be used in minimum four (4) hour increments.
- (e) There shall be no Special Leave entitlement for part time Employees.

Effective date of ratification the following replaces 15.08 Special Leave:

15.08 **Personal Leave**

- (a) Full-time Employees shall be entitled to three (3) Personal Leave days each year. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) Personal Leave must be used in minimum four (4) hour increments.
- (c) Personal Leave not used by March 1st of each year shall not be carried over or paid out upon termination of employment.
- (d) There shall be no Personal Leave entitlement for part-time Employees.

15.09 **Compassionate Care Leave**

- (a) An Employee who has completed at least ninety (90) days of employment, shall be entitled to a leave of absence without pay, for a period of twentyseven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave.
- (b) Qualified relative for compassionate care leave means a person in a relationship to the Employee designated in the *Alberta Employment Standards Code Regulations*.
- (c) At the request of the Employee, Compassionate Care Leave may be taken in one (1) week increments.
- (d) Where possible, an Employee shall apply for Compassionate Care Leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

15.10 **Domestic Violence Leave**

- (a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for of up to ten (10) days per calendar year.

- (c) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.
- (d) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (e) The Employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

ARTICLE 16: HEALTH BENEFITS

- 16.01 The Employer shall continue the following group plans for all eligible Employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:
 - (a) Alberta Health Care Insurance Plan or its equivalent;
 - (b) Health Benefit Trust of Alberta (HBTA) providing for:
 - (i) Mandatory basic Life Insurance (1X) annual earnings rounded up to the next higher \$1,000 with an option for additional basic life insurance to twice annual earnings rounded to the next highest \$1,000;
 - (ii) Mandatory Accidental Death & Dismemberment (AD&D) Insurance (amount equal to group life insurance); Additional Basic AD&D is available.
 - (iii) Long Term Disability Insurance [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a twenty-four (24) week elimination period];
 - (iv) Dental Plan, which plan provides eighty percent (80%) reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses within the limits of the Plan; three thousand dollars (\$3,000) maximum per policy year; fifty percent (50%) orthodontic, three thousand dollars (\$3,000) lifetime maximum;

(v) Supplementary Health:

Hospital Benefits One hundred percent (100%) semi-

private and private room accommodation in accordance with

the HBTA standard plan.

Health Service Benefits In accordance with the HBTA

listed services.

Prescription Drug Benefits Eighty percent (80%) direct

payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the

plan.

Maximum Benefit \$1,000,000 overall maximum for

all Supplementary Health Expenses per person per benefit

year

(vi) Out of Province/Country Emergency Coverage

In accordance with the HBTA plan, you and your eligible dependents are covered for emergency medical expenses that you may incur outside of Canadian boundaries or outside of your province of residence, that are not covered by any government

health plan.

(b) Health Spending Account

- (i) A sum of nine hundred (\$900) per each regular full-time Employee (prorated for part-time Employees per Article 16.08 (b)) shall be allocated by the Employer to a Health Spending Account for each eligible Employee effective January 1 of each calendar year.
- (ii) This Health Spending Account shall be provided to regular part-time Employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as of each calendar year.
- (iii) Any unused allocation in an Employee's Health Spending Account as of December 31 of each calendar year may be carried forward for

- a maximum of one (1) calendar year.
- (iv) The Health Spending Account may be utilized by Employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 16.
- (v) Where the Employer chooses to contract with an insurer for the administration of the Health Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- Where the benefits outlined in Article 16 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts, and shall not be reduced without discussion with the Union.
- 16.03 The monthly premiums for benefits outlined in this Article are to be shared equally between the Employer and the Employee.
- One-half (1/2) of the premium required for participation in the Long Term Disability Insurance plan shall be paid by the individual Employee up to a maximum of one hundred (\$100) per month. In the event that the monthly premium exceeds this amount, the Employer and the Union agree to meet to negotiate the cost sharing of the premium.
- 16.05 The employment of an Employee may be terminated when they have been on LTD for twenty-four (24) months subject to the requirements of Article 6: No Discrimination.
- 16.06 An Employee shall cease to earn sick leave credits and vacation credits while on LTDI.
- 16.07 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.
- 16.08 (a) Such coverage shall be provided to:
 - (i) all full-time Employees; and
 - (ii) part-time Employees whose hours of work are equal to or greater than twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule, excepting that part-time Employees are not eligible for LTDI.

- (b) Part-time Employees whose hours of work average less than twenty (20) hours per week over one (1) complete cycle of the shift schedule, Employees hired for a position of less than six (6) months duration, and casual Employees are not eligible to participate in the Health Benefits described in this article.
- (c) Eligible Employees shall be enrolled in the Employee Benefits Plan on the first of the month following the three (3) month anniversary date of commencement of employment.
- 16.09 (a) The Employer will give one (1) copy of each Health Organization Benefits Plan provided by HBA Services to the Health Sciences Association of Alberta. Where the Health Organization Benefits Plan is not in force, the Employer will provide a copy of its plan to the Union.
 - (b) The Employer shall advise the Union of all premium rate changes pursuant to Article 16.01(b).

16.10 Employee Assistance Program

- (a) The Employer and the Union recognize that many conditions and circumstances can affect work performance, which include emotional, behavioral, psychological, psychiatric, chemical dependency problems, as well as financial, legal or family problems. Employees with these or related problems will have access to an E.A. Program arranged and paid for the Employer. The Employer may change the E.A.P. service provider, subject to the requirement that the E.A.P. are substantially similar in the aggregate.
- (b) EAP benefit shall be provided for all active Employees, including casual and temporary Employees.
- (c) The job security and/or future employment opportunities with the Employer will not be jeopardized by utilizing this service.

ARTICLE 17: LAYOFF AND RECALL PROCEDURE

- 17.01 (a) Prior to layoffs occurring, the parties will meet and discuss the appropriate application of Article 17.02 to the circumstances, including but not limited to:
 - (i) the timing and specific process to be followed;
 - (ii) any other issue the parties deem appropriate.
 - (b) In case it becomes necessary to reduce the work force by:
 - (i) reduction in the number of Employees; or
 - (ii) reduction in the number of regularly scheduled hours available to one

or more Employees;

the Employer will notify the Union and all Employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days' notice shall not apply where the layoff results from an Act of God, fire, or flood. If the Employee laid off has not been provided with an opportunity to work their regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood, the affected Employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks' pay in lieu of notice.

- (c) If the Employer proposes to layoff an Employee while they are on leave of absence, Workers' Compensation or absent due to illness or injury, they shall not be served with notice under sub-article (a) until they have advised the Employer of their readiness to return to work.
- (d) When notice of layoff is delivered to an Employee in person, the Employee may be accompanied by a representative of the Union, if one is available.
- 17.02 (a) Layoff shall be in reverse order of seniority within the affected classification and site, however, the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining Employees who are not capable and qualified of performing the work required.
 - (b) If an Employee who is subject to layoff in accordance with Article 17.02(a) is not the least senior Employee in the classification within the bargaining unit, the Employee may choose one of the following options subject to being capable and qualified to do the work:
 - (i) acceptance of an available vacancy;
 - (ii) displacement of the least senior Employee in the classification or classification series in the bargaining unit;
 - (iii) acceptance of layoff.

An Employee affected by layoff may elect not to displace the least senior Employee and be laid off without forfeiting recall rights.

If the Employee chooses a vacancy or displacement in a different site from which they were laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new site.

17.03 **Recall**

(a) When increasing the work force, recalls shall be carried out in order of

- seniority provided the Employee is capable and qualified of performing the work required.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (c) (i) The Employer shall endeavor to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.
 - (ii) Notwithstanding the provisions of Article 17.03(c)(i), casual work shall first be made available to laid off Employees of the site from which the Employee was laid off.
 - (iii) A laid off Employee may refuse an offer of casual work without adversely affecting their recall status.
 - (iv) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
 - (i) work on a call-in basis which is not regularly scheduled;
 - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) Notwithstanding the provisions of Article 21.04, if an Employee is recalled for any length of time, other than for Casual Work, then that Employee's period of recall rights starts anew.
- (f) Notwithstanding Article 21.04(e), an Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.
- 17.04 No new regular or temporary Employees will be hired while there are other Employees within the Local Unit on layoff as long as laid off Employees are qualified and capable of performing the work required.
- 17.05 In the case of layoff, the Employee shall accrue sick leave and earned vacation for the first (1st) month. The Employee's increment date shall also be adjusted by

- the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.
- 17.06 In the case of layoff in excess of one (1) month duration, the Employer shall inform the Employee that they may make arrangements for the payment of their contributions to the retirement plan, and that they may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 16 subject to the Insurer's requirements.

ARTICLE 18: JOB CLASSIFICATIONS

- 18.01 Should the Employer introduce a new classification, the Employer and the Union shall, within thirty (30) days of the introduction of the new classification, negotiate a wage rate. If the parties cannot agree on a wage rate for the new classification, the dispute shall be submitted as a grievance in accordance with Article 26.01.
- 18.02 When the duties or responsibilities of an Employee in any classification covered by this Collective Agreement are significantly changed:
 - (a) Employees wishing to appeal this classification must advise the Employer within fourteen (14) days of receiving notice.
 - (b) Employees shall be advised of the decision of the Employer within twenty-one (21) days of the date upon which the request was received.
 - (c) Where the affected Employee disagrees with the decision of the Employer under Article 18.02(b) the affected Employee shall be entitled to use the Grievance Procedure and Arbitration.

ARTICLE 19: PROBATIONARY PERIOD

- 19.01 (a) New Employees shall be given a probationary period of five hundred and twenty-two (522) hours worked excluding sleep shift function hours. If a new Employee is found unsatisfactory, such Employee may be dismissed at any time during the probationary period without having recourse to arbitration. The Union will be notified of such dismissals.
 - (b) An Employee shall receive a written evaluation towards the end of their probationary period. The evaluation will identify any work-related deficiencies which, if addressed, may help the Employee successfully complete their probation.
 - (c) An Employee's probationary period may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 20: POSTINGS, PROMOTIONS, TRANSFERS AND VACANCIES

20.01 Filling Vacancies

- (a) When a vacancy occurs in any classification covered by this Collective Agreement, such vacancy shall be posted for ten (10) working days.
 - The posting shall state qualifications, required knowledge and education, location, hours of work and rate of pay.
- (b) When circumstances require the Employer to fill a vacancy before expiration of the ten (10) working days, the appointment shall be made on a temporary basis only until a permanent appointment is made.
- (c) In making promotions and filling vacancies, appointments will be made on the basis of qualifications and seniority. First consideration shall be given to the members of the bargaining unit with the qualifications.
- (d) If the applicants are equally qualified, then seniority shall prevail.
- 20.02 (a) A copy of all postings shall be forwarded to the Union.
 - (b) Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within five (5) days of the date of the appointment.
 - (c) The unsuccessful applicant and the Union will be notified of the appointee's name.
- 20.03 Transferred or promoted Employees shall be considered on a trial period in their new position for one (1) month following the date of transfer. During this trial period, the Employee may choose to return or the Employer may direct the Employee to return to their former position and rate of pay without loss of seniority.
 - (a) An Employee who voluntarily transfers from a full-time to a part-time position in the same classification shall not have to serve a trial period and therefore waives the option to return to their former position.
- 20.04 Requests for transfers or applications for vacancies shall be in writing to the Employer. Facilities will be provided to accept applications for a posted position at any time within the ten (10) calendar day posting period.
- 20.05 Achieving a Different Position When an Employee achieves a position in a classification with the same or higher end rate as their present position, such Employee shall move to the pay step which has a rate which is equal to their present basic rate of pay, or if there is no such pay step, they shall move to the pay step that has a basic rate of pay that is next higher to their present basic rate

of pay.

- 20.06 When an Employee is transferred to a lower rated classification, the Employee shall maintain their existing hourly rate of pay, and their seniority shall not be affected.
- 20.07 Reinstatement to Regular Status when Temporary Job Finished
 - (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position. The reinstatement or placement of an Employee in accordance with this clause shall not be construed as a violation of the posting provisions of the Collective Agreement.
 - (b) Where a vacancy for a temporary position has been filled by the appointment of a casual Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated to casual status.

ARTICLE 21: SENIORITY

- 21.01 Seniority shall be bargaining-unit-wide.
- 21.02 (a) For regular or temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment with the Employer.
 - (b) Effective April 1, 1998, 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 in the bargaining unit by two thousand eighty eight (2088) and converting the result to a seniority date.
 - (c) A casual or temporary Employee who changes status to regular full-time or regular part-time employment shall be credited with the following entitlements earned during their period of casual or temporary employment provided not more than six (6) months have elapsed since they last worked for the Employer:

- (i) hours worked towards salary increments;
- (ii) hours worked towards vacation accrual;
- (iii) hours worked towards the benefit plan waiting period.
- (d) A temporary full-time Employee who qualifies for sick leave shall also be credited with sick leave earned and not taken during their period of temporary employment as stated in Article 13.02(a).
- (e) An Employee who has had a change in status or who achieves a position in another classification shall retain their anniversary date or hours worked in their former classification for future moves on the pay scale, if any.
- 21.03 Seniority shall be the determining factor in:
 - (a) preference of vacation time;
 - (b) layoffs and recalls, subject to the qualifications specified in Article 17;
 - (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 20.
- 21.04 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if they:
 - (a) is laid off in excess of one (1) year; or
 - (b) resigns from the employ of the Employer; or
 - (c) is discharged for just cause and not reinstated; or
 - (d) overstays a leave of absence (including following a compensable accident) without good and proper reason and or written permission; or
 - (e) fails to reply to a recall notice within seven (7) days of its mailing by registered mail to the last address on the company's records and/or failing to return to work within seven (7) days of receiving such notice. If an Employee is recalled to casual work, the Employee may elect to remain on lay-off with recall rights; or
 - (f) is absent for three (3) consecutive days without notifying the Employer.

ARTICLE 22: EMPLOYEE/MANAGEMENT COMMITTEE

22.01 The Parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee(s) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the Employees and the Employer. 22.02 There shall be no loss of income for time spent by Employees at meetings.

ARTICLE 23: WORKPLACE HEALTH, SAFETY, AND WELLNESS

- 23.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 23.02 The Employee/Management Committee will constitute the Occupational Health and Safety Committee.
- 23.03 The applicable rate of pay will be paid to such Employees for time spent, in attendance at a meeting, and in completing duties of this Committee.
- 23.04 The Committee shall meet approximately once a quarter at a mutually acceptable hour and date. Either co-chair may mutually call a special meeting of this Committee to deal with urgent mailers.
- 23.05 The Co-chairs of the Committee and terms of reference shall be as set out in the Occupational Health and Safety Legislation.
- 23.06 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 and information pertaining to workplace health and safety conditions.
- 23.07 The Committee shall assist the Employer:
 - (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of employees in the Institution and to check the effectiveness of such measures.
- 23.08 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.
- 23.09 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) days of receipt of the recommendation.

23.10 **Dangerous Work**

- (a) No Employee shall:
 - (i) carry out work if, on reasonable and probable grounds, they believe that there exists a dangerous condition to the health or safety of that Employee;
 - (ii) carry out any work if, on reasonable and probable grounds, they believe that it will cause to exist a dangerous condition to the health or safety of that Employee or another Employee or another person present at the work site; or
 - (iii) operate any tool, appliance or equipment if, on reasonable and probable grounds, they believe that it will cause to exist a dangerous condition to the health or safety of that Employee or another Employee or another person present at the work site.
- (b) In this Article, "dangerous work" means in relation to any occupation:
 - (i) a danger which is not normal for that occupation, or
 - (ii) a danger under which a person engaged in that occupation would not normally carry out their work,
 - (iii) a situation for which the worker isn't properly trained, equipped or experienced.

ARTICLE 24: IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT

- 24.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "in-service" includes: orientation, CPR training, acquisition and maintenance of essential skills, and other in-service sessions which may be offered by the Employer.
 - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
 - (c) The Employer shall provide a paid orientation period for all new Employees. The form and duration of such orientation shall be determined in consultation between the Employee and the Employer.
 - (d) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:

- (i) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
- (ii) For hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their basic rate of pay to a maximum of eight (8) hours per day.

24.02 Professional Development Days

(a) Upon written request, each Full-time Employee shall be granted at least three (3) professional development days without pay annually.

ARTICLE 25: DISCIPLINE AND DISMISSAL AND PERSONNEL RECORDS

- 25.01 Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.
- 25.02 Written warning notice shall be given to Employees promptly for poor conduct or unsatisfactory performance.
 - (a) This does not prevent immediate dismissal for just cause, subject to the Grievance Procedure.
 - (b) Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee with a copy to the Union office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary in action.
 - (c) Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal may result in a written warning to the Employee with a copy to the Union office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary in action. It shall state a definite period in which improvement or correction is expected and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's rights to take further action during said period should the Employee's performance so warrant.
 - (d) When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of discussing or issuing discipline. The Employer shall advise the Employee of the general nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the

Union at such meeting(s).

- (e) An Employee, who has been subject to disciplinary action may, after thirtysix (36) months from the date the disciplinary measure was initiated, request in writing that their record be cleared of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.
- 25.03 With at least five (5) days written notice, Employees shall have reasonable access to their personnel records and shall, on request, be provided with copies of materials contained in such records, which shall be corrected if inaccurate.

ARTICLE 26: GRIEVANCE PROCEDURE

26.01 **Definition of Time Periods**

- (a) For the purpose of this Article and Article 27, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 11.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

26.02 Resolution of a Difference between an Employee and the Employer

(a) Formal Discussion

- (i) If a difference arises between one (1) or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their immediate supervisor/manager. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
- (ii) However, the mandatory formal discussion stage set out in Article 26.02(a)(i), may be bypassed when the Employee has been given a letter of discipline pursuant to Article 25.01.
- (iii) In the event that the difference is of a general nature affecting two (2) or more Employees, the Employer and the Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1 (Supervisor or Designate)

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Supervisor or designate within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Supervisor or designate shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance.

(c) Step 2 (Executive Director or Designate)

Within seven (7) days of receipt of the decision of the Supervisor or designate, the grievance may be advanced to Step 2 by submitting to the Executive Director, their designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter. The Executive Director, their designate, shall render a decision, in writing, to be forwarded to the Union and the grievor within seven (7) days of the date of the meeting.

(d) Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Executive Director, their designate, that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the Parties, in writing, a single Arbitrator may be appointed.

- (e) Neither the Employee nor a representative of the Local Unit of the Association who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.
- (f) An Employee shall be entitled to have a member of the Local Unit Executive or any duly accredited officer employed by the Union present during any meeting pursuant to this grievance procedure.
- (g) A Dismissal Grievance shall commence at Step 2.
- (h) Time limits for filing of a dismissal grievance shall be as stated in Article 26.02(b).

26.03 Resolution of a Difference between the Union and the Employer

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Executive Director or with their designate, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1 (Executive Director or Designate)

A Policy Grievance shall be submitted, in writing, to the Executive Director, or their designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Executive Director, or their designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred.

Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Executive Director, or their designate, shall be made known to the Union, in writing, within seven (7) days of the date of the meeting.

(c) Step 2 (Arbitration)

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Executive Director, or their designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.

26.04 **Default**

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the Parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the

particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 27: ARBITRATION

- 27.01 Within seven (7) days following receipt of notification pursuant to Article 26.02(d) or 26.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairperson of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairperson, or a single arbitrator, pursuant to the *Labour Relations Code*.
- 27.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairperson of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any Employee affected by it and is enforceable pursuant to the *Code*.
- 27.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 27.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the Parties.
- 27.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 28: COPIES OF COLLECTIVE AGREEMENT

- 28.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 28.02 The Collective Agreement shall be printed in pocket-size form, and the cost shall be shared equally between the parties.

ARTICLE 29: RETIREMENT PLAN

- 29.01 The Employer will provide a Group Registered Retirement Savings Plan for Employees to encourage Employees to save for retirement. All regular full-time and regular part-time Employees working twenty (20) or more hours per week will be eligible and will be required to participate in the Retirement Savings Plan after successful completion of probation.
- 29.02 The Group Registered Retirement Savings Plan will become effective as early as the first of the month following ratification of the Collective Agreement, providing this can be reasonably accommodated by the employer-selected provider.
- 29.03 The Employer will contribute three percent (3%) of paid hourly wages matched to an Employee contribution of three percent (3%).
- 29.04 At the written request of an Employee, the Employer will contribute an additional one percent (1%) of paid hourly wages matched to an Employee contribution of one percent (1%) to a maximum Employer contribution of four percent (4%).
- 29.05 The Employer will provide each participant and the Union with a copy of the Group Registered Retirement Savings handbook.
- 29.06 Changes to the Group Retirement Savings Plan will be made subject to mutual agreement between the Union and its membership and the Employer.

ARTICLE 30: OVER / UNDER PAYMENTS

- 30.01 In the event that an Employee is over or under compensated by error on the part of the Employer by reason of salary payment for:
 - (a) vacation benefits or
 - (b) sick leave benefits or
 - (c) salary/wages;

The Employer shall correct such compensation error not later than the second following pay day. If an under payment is not corrected by the second following pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 26.

In the case of an over payment, 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 agreements cannot be reached, the Employer

shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

APPENDIX A

HOURLY WAGE SCALE

	Step 1	Step 2	Step 3	Step 4
Residence Counsellor I				
April 1, 2019 (0%)	\$17.52	\$18.06	\$18.64	\$19.20
April 1, 2020 (0%)	\$17.52	\$18.06	\$18.64	\$19.20
April 1, 2021(1%)	\$17.70	\$18.24	\$18.83	\$19.39
Residence Counsellor II				
Outreach Counsellor				
April 1, 2019 (0%)	\$20.97	\$21.64	\$22.30	\$22.99
April 1, 2020 (0%)	\$20.97	\$21.64	\$22.30	\$22.99
April 1, 2021 (1%)	\$21.18	\$21.86	\$22.52	\$23.22
Sleep Shift Hourly				
April 1, 2019 (0%)	\$15.00			
April 1, 2020 (0%)	\$15.00			
April 1, 2021 (0%)	\$15.00			

LETTER OF UNDERSTANDING #1

BETWEEN

HOUSE NEXT DOOR SOCIETY

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

RE: MODIFIED HOURS OF WORK ON WEEKENDS

The Parties to this Collective Agreement agree that, notwithstanding Article 7 Hours of Work, modified hours of work for Employees working weekends will be as follows:

- 1. Start and finish times of regularly scheduled weekend shifts shall fall within the period beginning 11:00 p.m., Friday, and ending 7:00 a.m., Monday. Overtime provisions shall not apply to regularly scheduled hours.
- 2. (a) Hours worked between 11:00 p.m. and 7:00 a.m. shall be considered a "sleep shift" to be paid at the applicable rate in Appendix "A"
 - (b) An Employee working a "sleep shift" must respond to client needs and safety, per Society policy and procedures.
- 3. All other terms of the Collective Agreement remain in force and effect.

ON BEHALF OF THE HOUSE NEXT DOOR SOCIETY	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA	
DATE: July 13, 2020	DATE: July 8, 2020	

LETTER OF UNDERSTANDING #2

BETWEEN

HOUSE NEXT DOOR SOCIETY

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

RE: NIGHT SHIFT DIFFERENTIAL PAYMENT

The parties to this Collective Agreement agree that effective on the date of ratification a night shift differential shall be established as follows:

- (a) Shift differential of one dollar (\$1.00) per hour shall be paid to:
 - (i) Employees working a Residential Counselor 1 shift wherein the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred hours (0700) or
 - (ii) Employees for each regularly scheduled hour worked between twenty- three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked within twenty-three hundred (2300) hours and zero seven hundred (0700) hours
- (b) Shift differential shall not be considered part of the basic hourly rate of pay.
- (c) Shift differential shall not apply to sleep function shift hours.

ON BEHALF OF THE HOUSE NEXT DOOR SOCIETY	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
DATE: July 13, 2020	DATE: July 8, 2020

LETTER OF UNDERSTANDING #3

BETWEEN

HOUSE NEXT DOOR SOCIETY

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

RE: PAID VACATION FOR REGULAR PART-TIME EMPLOYEES

Effective date of ratification, Regular Part-time Employees shall have the option to bank their Vacation Pay earned per Article 12.11 to utilize as paid vacation days. Requests shall be made in writing to the Employer prior to April 1st in each calendar year.

The terms and conditions applicable to Full-time Employees in Article 12: Annual Vacation shall apply to those Employees who choose to exercise this option.

ON BEHALF OF THE HOUSE NEXT DOOR SOCIETY	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA	
DATE: July 13, 2020	DATE: July 8, 2020	

WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

DOOR SOCIETY:	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA:
Date: July 13 2020	Date: July 8, 2020