

**Collective Agreement**

**Between:**

**The Bonnyville Indian – Métis Rehabilitation Centre  
(Hereinafter referred to as the “Employer”)**

**And:**

**Miscellaneous Employees,  
Teamsters Local Union 987 Of Alberta  
(Hereinafter referred to as the “Union”)**

Date of Expiry: March 31<sup>st</sup>, 2022

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## **Article No. 1 – Preamble**

**1.01** The primary purpose of this Collective Agreement is to establish rates of pay and other terms and conditions of employment for employees within the Bargaining Unit, recognizing that the objective of both the Employer and its employees is to provide quality rehabilitation and education services to clients and their communities.

The parties believe that these objectives can be best achieved by maintaining and promoting good relationships and a climate of co-operation between the Employer, its employees, and the Union who represents them.

## **Article No. 2 – Definitions**

**2.01** “Basic Rate of Pay” means the rate in the Salaries Appendix applicable to an employee’s classification as set out in the Salaries Appendix, exclusive of all premium payments.

**2.02** “Employee” means a person subject to this Collective Agreement and employed by the Employer. The status of an employee shall be determined in accordance with the following:

**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 one (1) who is regularly scheduled to work the full specified hours in the “Hours of Work and Scheduling”, Article 8 of this Collective Agreement;

**ii)** “Part-time Employee” is one (1) who is regularly scheduled for less than the regular hours of work specified in the “Hours of Work and Scheduling”, Article 8 of this Collective Agreement.

**b)** “Casual Employee” is one (1) who:

**i)** Is regularly scheduled for a period of four (4) months or less for a specific job, or;

**ii)** Relieves for absences of other employees;

**iii)** Works on a call-in basis and is not regularly scheduled.

**2.03** “Employer” means the Bonnyville Rehabilitation Centre and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and Management of the Centre.

**2.04** Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.

### **Article No. 3 – Term of Collective Agreement**

- 3.01** Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date that the Employer and the Union exchange notice of ratification of this Collective Agreement, up to and including March 31, 2022, and from year to year thereafter unless notice in writing to Amend the Collective Agreement is given pursuant to Article 3.02.
- 3.02** Either party to this Agreement may, within a period of between sixty (60) and one hundred twenty (120) days immediately preceding the date of expiry of the Agreement notify the other party of its desire to Amend the Collective Agreement and commence collective bargaining.
- 3.03** This Collective Agreement shall continue in force and effect during the collective bargaining process until the legal right to strike or lockout arises.
- 3.04** There shall be no strike or lockout during the term of this Agreement.

### **Article No. 4 – Management Rights**

- 4.01** The Union acknowledges that it is the exclusive right of the Employer to operate and manage the business of the Centre in all respects, including all those historical, traditional, and residual rights of Management not specifically limited by the provisions of this Collective Agreement whether or not the same have been exercised. Without limiting the generality of the foregoing, this includes the right to:
- a) Conduct its business in all respects, and to maintain and improve order, productivity, output, discipline, and efficiency;
  - b) Make and alter from time to time, rules and regulations, to be observed by employees which are not in conflict with any provision of this Collective Agreement;
  - c) Direct the working forces, reorganize or create new classifications, and work units; to determine the number of employees (if any) in any position, classification, or status from time to time; to determine whether or not a position or work unit will be continued or declared redundant, and to modify the time, schedules and distribution of work;
  - d) Discharge, demote, suspend, reprimand and otherwise discipline for just cause;
  - e) To hire, promote, transfer, lay-off and recall employees.

### **Article No. 5 – Union Recognition, Dues and Representation**

### **5.01 Recognition**

- a) The Employer recognizes the Union as the exclusive Bargaining Agent for the employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board.
- b) The parties agree that the Employer may wish to hire individuals through Government sponsored programs (i.e., STEP, Safe Wheels Program, PEP) and that these individuals will not be deemed to be part of the Bargaining Unit, or subject to the terms and conditions of this Collective Agreement.
- c) No employee shall be required or permitted to make any written or verbal agreement which is in conflict with this Collective Agreement.

### **5.02 Union Membership**

All employees shall become members of the Union, and shall maintain such membership as a condition of employment.

### **5.03 Dues Deductions**

- a) The Employer agrees for the duration of this Collective Agreement, to deduct the monthly dues from the first (1<sup>st</sup>) pay cheque each month of any employee, past probation, under the scope of this Agreement, and to remit such monies so deducted to the Head Office of the Local Union not later than the fifteenth (15<sup>th</sup>) day of the month following the date upon which such monies were deducted. A list of the names of employees from whom deductions are made will also be provided.
- b) The Union shall advise the Employer, in writing at least thirty (30) calendar days in advance of the establishment of, or change in, membership dues structure.
- c) Union dues shall be deducted in a manner that is in keeping with the payroll system in effect.
- d) The Employer will enter the amount of annual dues deducted on employee's T4 slips issued for income tax purposes.

## **5.04 Union Representation**

### **a) Shop Stewards**

- i)** The Employer recognizes that the members of the Union may elect Shop Stewards and that Shop Stewards have the authority to act on behalf of other employees or the Union. The names of Shop Stewards shall be provided to the Employer before they are recognized as Shop Stewards.
- ii)** The Union recognizes that each Shop Steward is employed to perform work as required by the Employer and that she will not leave her duties to perform Union business without obtaining the permission of the Employer.
- iii)** Unless otherwise specified in this Collective Agreement, time off granted to Shop Stewards by the Employer for the purpose of Union business shall be without pay.

### **b) Union Business Agent**

- i)** The Union Business Agent may participate in any joint meeting held between the Union and the Employer;
- ii)** The Union Business Agent may meet with Union Officers or Shop Stewards at the Centre, provided prior permission is granted by the Employer and there is no disruption to the normal activities and work hours of the employees.

## **5.05 Negotiation Committee**

Representatives of the Union Bargaining Committee shall be granted time off without pay and without loss of seniority for the purposes of negotiation of a new Collective Agreement. The Union and the Employer shall meet prior to the commencement of bargaining to discuss the number of employees required to absent themselves from work for such purpose, with the view to ensure the maintenance of Centre services.

## **5.06 Bulletin Boards**

The Employer will make available to the Union, a bulletin board upon which the Union may post its official notices and communiqués which must be signed by a Representative of the Union, and which may not contain any matters of a political, prejudicial, or offensive nature with respect to the Employer or its Agents.

## **5.07 Communication**

The Union and the Employer recognize the value of ongoing communication and problem solving of matters of mutual interest. The parties therefore, agree that it is desirable for Representatives of the Employer and the Shop Stewards of the Union to meet once monthly for such discussions.

## **Article No. 6 – No Discrimination**

- 6.01** There shall be no discrimination, restriction, or coercion exercised or practiced in respect of any employee by either party to this Collective Agreement by reason of membership or non-membership or activity in the Union, nor in respect of any grounds prohibited by the Human Rights Citizenship and Multicultural Act.
- 6.02** The Employer and the Union will co-operate in recognizing and addressing problems of sexual harassment should they arise. Situations involving alleged sexual harassment shall be treated in the strictest confidence by both the Employer and the Union.

## **Article No. 7 – Salaries**

- 7.01** The basic rates of pay for each classification shall be expressed in hourly terms in the Salaries Appendix attached to this Collective Agreement.
- 7.02** Paydays will be established consistent with the payroll system in effect. Employees will be paid at least twice monthly.
- 7.03** If the Employer decides to change the payment system in effect (i.e., cheque receipt to direct bank deposit system), the Employer shall provide the Union with not less than twenty-eight (28) calendar days of its intention to do so.
- 7.04** In the event of an error on a pay cheque of an employee every effort will be made to correct the error by the next pay period.

## **Article No. 8 – Hours of Work and Shift Schedules**

### **8.01 Regular Hours of Work**

- a) Except as provided in c) below, regular hours of work for full-time employees, exclusive of meal periods shall be:
- i) Seven and one-half (7½) hours per day, and;
  - ii) Thirty-seven and one-half (37½) hours per week averaged over one (1) complete cycle of the shift schedule.

- b)** Except as provided in d) below, regular hours of work shall:
- i)** Include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one-half (7½) hours per day, or;
  - ii)** Include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven and one-half (7½) hours per day, the alternative to be applied at the discretion of the Employer;
  - iii)** Exclude a meal period of not less than thirty (30) minutes and not greater than one (1) hour to be scheduled by the Employer during each full working shift of seven and one-half (7½) hours per day.
- c)** Regular hours of work for full-time Night Attendants may be:
- i)** Up to twelve (12) hours per day, and;
  - ii)** Forty-two point six seven (42.67) hours per week, averaged over one (1) complete shift cycle.
- d)** Regular hours of work for full-time Night Attendants referred to in Article 8.01 c) above shall:
- i)** Include three (3) rest periods of fifteen (15) minutes during each full working shift of twelve (12) hours in duration, or;
  - ii)** Include two (2) rest periods of fifteen (15) minutes during each full working shift of eight (8) hours duration, and;
  - iii)** Include a meal period to be taken on the premises when it is practical to do so during each full working shift of eight (8) or twelve (12) hours per day.
- e)** Notwithstanding, that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an employee to work during all or a portion of her meal period and she is not able to take equivalent time off at a later time during her shift, she shall be paid for the portion of her meal period worked at her basic rate of pay. This provision shall not apply to employees subject to Article 8.01 d) above.

## **8.02 Shift Schedules**

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



- b) “Days of Rest” for a full-time employee shall mean all days where an employee is not scheduled to work, pursuant to Article 8.01.
- c) Except for Night Attendants working shifts as outlined in Article 8.01 c), or in cases of emergency, or by mutual agreement between the employee and the Employer, shift schedules shall:
  - i) Provide for not less than eight (8) hours between shifts otherwise the employee shall be paid for any hours worked during the eight (8) hour period at the rate of time and one-half (1½) the basic rate of pay;
  - ii) Provide for at least two (2) consecutive days of rest;
  - iii) Where operational requirements permit, provide for at least fifty percent (50%) of weekends off. A weekend means a Saturday and the following Sunday;
  - iv) Not provide for split shifts;
  - v) Not provide for more than seven (7) consecutive days of work.
  - vi) Night attendants will not be scheduled to work consecutive Christmas Days.

### **8.03 Shift Posting and Schedule Changes**

- a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
- b) Except with the mutual agreement of the Employer and the affected employee(s) when a change is initiated in the employee’s schedule with less than seven (7) calendar days notice, the employee shall be compensated at one and one-half (1½×) times the regular rate of pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule, unless the schedule change is caused by a fire, flood, natural disaster, emergency, an Act of God, or other circumstance beyond the control of the Employer.

## **Article No. 9 – Overtime and Call Back Pay**

### **9.01 Overtime**

- a) The Employer shall determine when overtime is necessary and for what period of time it is required.

- b) Except for Night Attendants working shifts in accordance with Article 8.01 c), overtime is all time authorized by the Employer and worked by an employee in excess of seven and one-half (7½) hours per day or in excess of thirty-seven and one-half (37½) hours worked per week averaged over one (1) complete cycle of the shift schedule.
- c) For Night Attendants whose regular hours of work are defined in Article 8.01 c), overtime is all time worked in excess of twelve (12) hours per day, or in excess of forty-two point six seven (42.67) hours per week, averaged over one (1) complete cycle of the shift schedule.
- d) Overtime shall be provided as an amount of paid time off equivalent to the actual time worked or pay at the rate of one and one-half (1½×) times the basic rate of pay.

### **9.02 Overtime in Time Off**

- a) Unless otherwise agreed between the Employer and the employee, paid time off for overtime shall be taken at a mutually acceptable time within six (6) months from the date that it was accrued.
- b) Where mutual agreement is not reached, the Employer shall determine the period of paid time off, or whether the overtime shall be paid out at the applicable overtime rates.

### **9.03 Call Back Pay**

- a) Call back pay provides for a minimum amount of overtime when a regular employee is required to return to work and work overtime unexpectedly, with no advance notice. Call back pay applies in the following circumstances only:
  - i) If a regular employee is called back to work after having completed her scheduled hours of work and after having left the premises of the Employer;
  - ii) If a regular employee is called into work while on her vacation;
  - iii) If a regular employee is called into work on her scheduled day of rest.
- b) The call back minimum shall be three (3) hours of time off with pay or pay at the basic rate of pay.
- c) When an employee is called back to work, returns home and is subsequently called back again within a three (3) hour period commencing from the original call back, it shall be considered as one (1) call back period for purpose of the call back minimum.

**Article No. 10 – Other Premiums and Allowances**

**10.01 Transportation Allowance**

If the Employer requires an employee to use her private automobile for Employer business, the employee will be reimbursed for the distance traveled on such business at the rate currently paid by AHS to its employees for similar travel.

**10.02 Responsibility Pay**

If an employee within the Bargaining Unit is assigned to temporarily substitute in a Management position outside the scope of the Bargaining Unit, for a continuous period of greater than one (1) calendar week, such employee will receive, in addition to her basic rate of pay, an amount to commensurate with the additional responsibilities.

**10.03 Temporary Assignment**

If the Employer assigns an employee to another higher paid classification for more than three (3) consecutive shifts, and such duties are not normally within the responsibility of the employee, the employee will be paid at the higher classification rate. The resultant rate of pay shall not exceed the amount of the classification to which the employee is temporarily assigned.

**Article No. 11 – No Pyramiding**

**11.01** Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

**11.02** Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the employee will be paid only one (1) such premium, that being the highest of applicable premiums.

**Article No. 12 – Named Holidays**

**12.01 a)** A regular full-time employee shall be eligible to receive a day off with pay on or for the following named holidays:

- |                    |                      |
|--------------------|----------------------|
| New Year's Day     | Labour Day           |
| Alberta Family Day | Thanksgiving Day     |
| Good Friday        | Remembrance Day      |
| Victoria Day       | Christmas Day        |
| Aboriginal Day     | Boxing Day           |
| Canada Day         | August Civic Holiday |

## **12.02 Eligibility for a Named Holiday**

- a) To qualify for a named holiday with pay, the employee must:
  - i) Work her 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;
  - ii) Work on the holiday when scheduled or required to do so.
- b) No payment or entitlements will be due for the named holiday which occurs during:
  - i) A lay-off, or;
  - ii) All forms of leave during which a regular employee is not paid, or;
  - iii) An absence while in receipt of Workers' Compensation disability benefits.

## **12.03 Employee Obligated to Work on the Named Holiday**

An employee obliged to work on a named holiday shall be paid for all hours worked on the named holiday at one and one-half (1½×) times her basic rate of pay plus:

- a) An alternate day off four (4) weeks prior to or after the paid holiday, or;
- b) An alternate day off at another mutually agreed time, or;
- c) One (1) days pay for such day at her basic rate of pay.

## **12.04 Holiday Falling on a Day Off**

When a named holiday falls on a day that would otherwise be a full-time employee's regularly scheduled day of rest, the employee shall receive an alternate day off in accordance with Article 12.03, above.

## **12.05 Holiday Falling During Vacation**

If a named holiday falls within the annual vacation of an employee and the employee would have been entitled to the paid holiday if she had not been on vacation, then the employee shall receive:

- a) By mutual agreement, a day off with pay added to the full-time employee's annual vacation, or;
- b) An alternate day off or pay in lieu in accordance with Article 12.03, above.

## **12.06 Named Holidays for Night Attendants**

It is agreed that a named holiday for a Night Attendant whose hours of work are in accordance with Article 8.01 c) shall equal eight (8) hours per day, and paid time off or pay in lieu of named holidays, shall not exceed ninety-six (96) hours per year.

### **Article No. 13 – Annual Vacation**

#### **13.01 Vacation Entitlement**

- a)** During each year of continuous service in the employ of the Employer, an employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - i)** During the first (1<sup>st</sup>) to the fifth (5<sup>th</sup>) years of employment an employee earns vacation at the rate of fifteen (15) working days at six percent (6%) of earnings;
  - ii)** During the sixth (6<sup>th</sup>) to the fourteenth (14<sup>th</sup>) years of employment an employee earns vacation at the rate of twenty (20) working days at eight percent (8%) of earnings;
  - iii)** During the fifteenth (15<sup>th</sup>) to the twenty-fourth (24<sup>th</sup>) years of employment an employee earns vacation at the rate of twenty-five (25) working days at 10 percent (10%) of earnings;
  - iv)** During the twenty-fifth (25<sup>th</sup>) subsequent years of employment an employee earns vacation at the rate of thirty (30) working days at twelve percent (12%) of earnings;
- b)** Notwithstanding the foregoing, employees will continue to receive any vacation earned up to and including the Date of Ratification, however any further increase in vacation accruals will be based on the entitlement schedule in 13.01 a).
- c)** Permanent part-time employees will accrue vacation pursuant to Article 13.01 a) on a pro-rated basis.
- d)** Notwithstanding the provisions of Article 13.01 a), vacation pay shall not accrue during periods while an employee:
  - i)** Is on lay-off;
  - ii)** Is in receipt of compensation from the Worker's Compensation Board;
  - iii)** Is on a leave of absence in excess of thirty (30) calendar days for any reason;
  - iv)** Is absent due to illness or disability in excess of thirty (30) calendar days.

- e) Notwithstanding the forgoing should an employee make a request to carry over any vacation accrued pay shall be entitled to do so for the following vacation year, up to one (1) week of vacation pay.

### **13.02 Vacation Scheduling**

- a) The scheduling of annual vacations shall be subject to the operational requirements of the Centre as determined by the Employer, and will occur in accordance with the following:
  - i) The senior employee in a classification and department shall be the first (1<sup>st</sup>) such employee to request a vacation time;
  - ii) Once the employee's vacation time is approved, the next senior employee in the same classification and department shall request a vacation time, and so on until all such employees have scheduled their vacation time;
  - iii) An employee shall be eligible to take her vacation in one (1) unbroken period except that no employee may take more than three (3) continuous weeks of vacation during the months of May to September inclusive, unless operational requirements permit.

### **13.03 Changes in the Vacation Schedule**

- a) If an employee obtains another position in the organization once the vacation schedules have been determined, she shall not be able to utilize her seniority to disrupt another employee's vacation schedule.
- b) An employee shall be entitled to fourteen (14) days advance notice of any change to her vacation date allocation, provided that such change is caused by reasons other than an emergency, sickness, or accident, or unless such change is mutually agreeable to the parties involved.

### **13.04 Vacation Pay Upon Termination of Employment**

- a) If an employee terminates her employment without giving at least fourteen (14) calendar days written notice or if an employee is terminated by the Employer for just cause, or during her probationary period, such employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with pay.
- b) If employment is terminated, and proper notice given, the employee shall receive vacation pay in lieu of any unused vacation entitlement the employee may have accrued up to the date of termination.

### **13.05 Vacation During Christmas Closure**

The Employer will provide regular full-time employees with additional paid vacation for the number of scheduled shifts which such employees would normally have worked during the period of time that the Rehabilitation Centre closes its operation for the Christmas season. Such vacation shall be exclusive of named holidays which are granted during this time frame pursuant to Article 12.

**13.06** Employees who are not able to schedule and utilize their full vacation entitlement shall be paid out, on request, at the end of the vacation year.

## **Article No. 14 – Leaves of Absence**

### **14.01 Bereavement Leave**

- a) Upon request, an employee shall be granted a leave of absence with regular pay for up to seven (7) consecutive calendar days for the purpose of arranging or attending the funeral of members of his/her immediate family.

Immediate family shall be defined to include only the employee's:

- Spouse (legal or common-law)
- Parent, child, grandparent, sister, grandchild, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, spouse's grandparents.

### **14.02 Family Leave**

Each calendar year, each regular and part-time employee shall be entitled to up to three (3) family leave days without loss of pay.

Family leave is intended to provide employees with a way of attending to the health needs of a spouse, parent, or child. It is for use when the employee's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as shift trades or vacation.

Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.

### **14.03 Jury Duty**

- a)** An employee required by law to appear in Court as a member of a Jury (including Jury selection), or as a Witness due to matters relating to her employment, shall be paid the difference between the pay received from such Court service and pay the employee would normally have received if she had been working, based on her basic rate of pay. The employee will report to work during those hours that she is not required to attend Court. The employee must advise the Employer of her selection for Jury Duty as soon as possible, and provide proof of service and the amount of pay received by the Court in order to be eligible for leave with pay.

### **14.04 Maternity and Parental Leave**

- a)** Female employees who have completed twelve (12) months continuous service with the Employer shall be eligible for an unpaid leave of absence due to pregnancy. Pregnant employees must provide a written request for such leave at least two (2) weeks prior to the date she intends to commence her leave, unless medical circumstances prevent the employee from providing the required notice. A certificate from a qualified medical practitioner indicating the estimated or actual due date is required upon request of the leave. If a pregnant employee cannot reasonably perform the duties of her position, she may be required to commence maternity leave early.
- b)** Maternity leave shall be of a duration of the employee's choice up to a maximum of fifteen (15) weeks, of which twelve (12) weeks may be taken prior to delivery. Additional medical documentation will be required from any employee who requests more than twelve (12) weeks leave prior to her due date.
- c)** Additional parental leave shall be granted of a duration of the employee's choice, up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth.
- d)** The employee, when returning to work, shall give the Employer two (2) weeks notice of their date of return.
- e)** The employee shall be returned to their former position at the completion of their leave of absence. Should the position at the completion of their leave of absence no longer exist, the Employer and Union shall meet to attempt to resolve the issue. The employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the maternity/parental leave started.
- f)** The Company reserves the right to request appropriate documentation to verify eligibility for parental leave.



- g) Employees eligible for Alberta Health Care coverage shall continue receiving those benefits for the duration of the leave, and premiums shall be cost shared as per Article 15.02.

#### **14.05 Union Leave**

Leave of absence without pay may be granted by the Employer to regular employees for the purpose of attending Union conventions subject to the following:

- a) The efficiency and operational requirements of the Centre shall not be disrupted, and;
- b) A maximum of two (2) employees will request a leave of absence for the same time period.

#### **Article No. 15 – Health and Disability Benefits**

**15.01** The premiums for the benefits plans shall be cost shared fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

**15.02** Counselors and Night Attendants shall be granted “burn out days”, as required. Such time off shall be approved by the employee’s immediate Supervisor and Executive Director, provided the efficiency and operational requirements of the Centre shall not be disrupted.

#### **15.03 Sick Leave**

In cases of sickness, disability, and/or non-compensable injury, all employees shall be entitled to sick leave credits as follows:

- a) Employees shall earn and accumulate sick leave credits on the basis of one and one quarter (1¼) days per month of continuous service from commencement of employment.
- b) On April 1<sup>st</sup>, the beginning of the fiscal year, employees will be provided with fifteen (15) sick days to use in the next fiscal year with one (1) or more years of service.
- c) Employees may carry a maximum of ten (10) sick leave credits over per fiscal year (April 01 to March 31); but shall not accrue more than twenty five (25) sick leave credits at any one time.
- d) Employees who are entitled to sick leave credits shall be paid at the rate of pay that would apply if the employee were not absent on sick leave.
- e) When sick leave credits have expired, an employee may be granted a leave of absence without pay.

- f) On the request of the Employer, all recipients' sick leave benefits must provide proof of illness that is satisfactory to the Employer.

It is understood that twenty-five (25) sick days is the maximum to be taken in any fiscal year.

## **Article No. 16 – Posting, Selection, Probationary Period and Trial Term**

### **16.01 Job Posting**

- a) When the Employer elects to create and fill a new regular position or fill a vacant regular position, the Employer shall post a notice of a vacancy within the Centre for not less than five (5) calendar days.
- b) The posting will indicate the nature of the position, the qualifications required, and the basic rate of pay for the position. For information purposes only, a notice of vacancy will also specify the number of hours per shift and the current shift pattern for the position.
- c) The Employer may fill a new or existing position on a temporary basis, provided such temporary placement shall not exceed thirty (30) days. This restriction shall not apply in the event the temporary employee is covering for the absence of a regular employee.
- d) Job sharing arrangements which are mutually agreed between the Employer, the employees affected, and the Union shall not be deemed to be a violation of the posting and selection provisions.

### **16.02 Selection Process**

- a) In making appointments to new or vacant regular positions within the Bargaining Unit, the determining factors when assessing applicants shall be the required knowledge, education, training, experience, ability, efficiency and other relevant attributes. When these factors are considered by the Employer to be relatively equal and satisfactory when comparing the applicants, then seniority shall be the deciding factor.
- b) The name of the successful applicant to a posting shall be posted within three (3) days of the date of the appointment.

### **16.03 Probationary Period**

- a) A new regular employee shall serve a probationary period of five hundred (500) hours worked, exclusive of overtime hours, from the date the last period of continuous service commenced.

- b) The probationary period may be extended by the Employer for a period of up to an additional two hundred and fifty (250) hours worked exclusive of overtime hours.
- c) If an employee is determined by the Employer to be unsatisfactory during her probationary period, she may be released from employment at any time without notice and without access to the Grievance Procedure.

#### **16.04 Trial Term**

- a) A regular employee who is the successful applicant of a posting shall be considered on a trial period for the first (1<sup>st</sup>) three hundred and thirty (330) hours of work in her new position following her date of appointment.
- b) During the trial period, the Employer may return the employee to her former position, or a comparable position which may be available. Such return may be initiated by the Employer or be due to the Employer agreeing to a request to return initiated by the employee.
- c) If the return of an employee to her former position causes the displacement of another employee, the displaced employee shall in turn be returned to her former regular position or a comparable position which may be available, or released if she did not have a former regular position.

### **Article No. 17 – Seniority**

#### **17.01 Definition of Seniority**

“Seniority” means the length of continuous employment with the Employer since the employee last became and has since continued as a regular employee within the Bargaining Unit.

#### **17.02 Accrual and Cessation of Seniority**

- a) Seniority shall continue to accumulate during periods of paid approved leave of absence, and shall not accrue during any periods of leave of absence without pay in excess of thirty (30) calendar days or periods of lay-off.
- b) Seniority shall be considered broken, and all rights forfeited, when:
  - i) The employment relationship is terminated by the Employer;
  - ii) The employee resigns from the Centre and such resignation is not withdrawn within twenty-four (24) hours;
  - iii) The employee is laid off for a period in excess of twelve (12) months;
  - iv) The employee fails to return to work on recall;

- v) The employee is deemed to have resigned her employment by failing to report to work without notifying the Employer, for three (3) consecutive shifts;
  - vi) The employee changes status from regular to casual employment.
- c) If an employee accepts a position outside the scope of the Bargaining Unit, she shall retain her seniority accumulated up to the date of leaving the Bargaining Unit. Seniority shall not accrue during the period that the employee is outside the scope of the Bargaining Unit.

### **17.03 Seniority List**

The Employer shall maintain a seniority list showing the date of each regular employee's seniority date. An up to date seniority list shall be posted.

## **Article No. 18 – Discipline, Dismissal and Resignation**

### **18.01 Discipline and Dismissal**

- a) It is recognized that the imposition of discipline is the exclusive right of the Employer.
- b) **Disciplinary Notice:**
  - i) A disciplinary notice shall state the reasons for the discipline;
  - ii) The employee shall sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice;
  - iii) Copies of disciplinary notices shall be forwarded to the Union within five (5) days of the notice being issued.
- c) **Union Representation**

An employee shall have the right to have a Union Shop Steward present at the discussion of a written disciplinary notice with the Employer. The Shop Steward shall suffer no loss of pay for time spent attending a disciplinary meeting, provided that the Shop Steward first (1<sup>st</sup>) receives consent from her Supervisor. The Supervisor shall not unreasonably deny requests for absence pursuant to this provision.
- d) Nothing in this Article shall prevent immediate suspension or dismissal for just cause.

- e) An employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the discipline was issued, request in writing for her file to be cleared of any record of discipline. Such request shall be granted provided the employee's file does not contain any further record of discipline during the two (2) year period. The Employer shall confirm in writing to the employee that such action has been effected.
- f) An employee shall have the right at a mutually agreed time to have access to and review her personnel file.

## **18.02 Resignation**

### **a) Notice of Resignation**

An employee resigning from the Centre shall provide at least fourteen (14) calendar days written notice of resignation.

- b) A regular employee absent for three (3) days without notifying the Employer shall be considered to have resigned her position.

## **Article No. 19 – Lay-off and Recall**

### **19.01 Definition of Lay-off**

“Lay-off” means a reduction in the work force and a “laid off employee” is a regular employee who is not working in a regular position due to a reduction in the work force. The lay-off process will also apply when there is a reduction of the hours of work of a full-time employee, except when such reduction is for one (1) of the following reasons:

- a) It is a job sharing situation agreed to pursuant to Article 16.01 d);
- b) The Employer has decided to reduce an employee's hours in order to address a performance problem;
- c) The Employer has determined it to be appropriate in order to accommodate an employee disability.

### **19.02 Lay-off Process**

- a) If regular employees are to be reduced within a classification and department, the regular employee with the least seniority within the classification and department shall be the first (1<sup>st</sup>) regular employee removed from such classification.

- b)** A regular employee removed from a position in accordance with Article 19.02 a) above shall be eligible to fill a vacant position within the Bargaining Unit, or be eligible to displace another employee within the Bargaining Unit subject to the following conditions:
  - i)** The removed employee has the required qualifications and ability to perform the job;
  - ii)** The removed employee has greater seniority than an employee to be displaced;
  - iii)** A part-time employee shall not be eligible to displace a full-time employee;
  - iv)** An employee shall not be eligible to achieve a position in a higher paid classification;
  - v)** A full-time employee shall be placed into a full-time position if she is eligible to do so according to this process, prior to being placed into a part-time position.

If a regular employee is eligible to be reassigned into more than one (1) position in accordance with the foregoing, the Employer shall determine the position into which the employee will be placed.

- c)** A more senior employee shall be permitted to refuse a reassignment pursuant to the foregoing and be laid off.
- d)** Laid off regular employees shall be eligible to displace casual employees, who are working on a scheduled basis, pursuant to Article 2.02 b), i), ii), provided they have the ability and qualifications to perform the work involved.

### **19.03 Lay-off Notice**

- a)** Except as provided in Article 19.03 b), if a lay-off occurs the Employer will notify employees who are to be laid off, at least fourteen (14) calendar days prior to the lay-off, or shall grant pay in lieu thereof.
- b)** No lay-off notice or pay in lieu shall be required in the event of a temporary lay-off created by emergency conditions beyond the Employer's control, such as fire, tornado, explosion, or similar occurrence.

### **19.04 Recall**

- a)** When employees are on lay-off, the following process for recall within the affected classification shall occur:

- i) Regular positions within the affected classification shall be posted internally and filled pursuant to Article 16. Employees on lay-off may apply for any posted vacancies;
  - ii) When there are no applications from current employees, the most senior employee laid off from the classification with ability and qualifications to perform the work involved shall be the first (1<sup>st</sup>) such employees to be recalled;
  - iii) No new regular employees shall be hired into a classification affected while there are employees on lay-off who have been given an opportunity to be recalled in accordance with Article 19.04 a), ii) above.
- b) The method of recall shall be by telephone and, if contact with the employee is not accomplished, a double registered letter shall be sent to the employee's last known place of residence. The employee so notified will return to work as soon as required, but if the services of the laid off employee are required immediately, she shall return not later than five (5) days following the date of the telephone contact, or the date of delivery of the letter. The recalled employees may request a longer period to return to work, and if the reasons for such request are acceptable to the Employer, the return to work period may be extended.
- c) An employee on lay-off must keep the Employer informed of her current address and telephone number. A regular employee shall be considered terminated when she does not return from lay-off as required, or has been on lay-off from a regular position for twelve (12) months.

#### **19.05 Opportunities for Casual Work**

- a) The Employer shall endeavor to offer opportunities for casual work within an affected classification to laid off employees in order of their seniority before assigning the work to a casual employee, providing the laid off employee has the required qualifications and ability to perform the work involved.
- b) Laid off employees shall advise the Employer of their interest and availability for such casual work at the time of lay-off.
- c) A laid off employee may refuse an offer of causal work that is less than three (3) months duration without adversely affecting her recall status.
- d) A laid off employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employees recall status shall not be affected by the period of casual employment.

## **19.06 Application of Collective Agreement**

- a) The operation of this Article shall not be construed as a violation of the posting and scheduling provisions of this Collective Agreement.
- b) An employee's rights and entitlements while on lay-off shall be limited to the right of recall.

## **Article No. 20 – Regular Part-time Employees**

**20.01** All provisions of this Collective Agreement shall apply to regular part-time employees, except:

- Article 8 – Hours of Work and Shift Schedules
- Article 9 – Overtime and Call Back Minimum
- Article 12 – Named Holidays
- Article 13 – Annual Vacation; which are superseded by the following:

## **20.02 Regular Hours of Work**

- a) Except as provided in c) below, regular hours of work for part-time employees, exclusive of meal periods shall be:
  - i) Up to seven and one-half (7½) hours per day, and;
  - ii) Less than thirty-seven and one-half (37½) hours per week over one (1) complete cycle of the shift schedule. The ratio of workdays to non-work days shall not exceed 5:2 averaged over one (1) complete shift cycle.
- b) Except as provided in d) below, regular hours of work shall:
  - i) Include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift not less than three and three quarters (3¾) hours in duration, or;
  - ii) Include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one-half (7½) hours per day, or;
  - iii) Include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes for each working shift of seven and one-half (7½) hours per day, the alternative to be applied at the discretion of the Employer.
  - iv) Exclude a meal period of not less than one-half (½) hour and not greater than one (1) hour to be scheduled by the Employer during each full working shift of seven and one-half (7½) hours per day.



- c) Regular hours of work for part-time Night Attendants may be:
  - i) Up to twelve (12) hours per day, and;
  - ii) Up to forty-two point six seven (42.67) hours per week, averaged over one (1) complete cycle of the shift schedule.
- d) Regular hours of work for part-time Night Attendants referred to in Article 20.02 c) shall:
  - i) Include one (1) rest period of fifteen (15) minutes during each full working period of four (4) hours duration, and;
  - ii) Include a meal period to be taken on the premises when it is practical to do so during each full working shift of eight (8) or twelve (12) hours per day.
- e) Notwithstanding, that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an employee to work during all or a portion of her meal period and she is not able to take equivalent time off at a later time during her shift, shall be paid for the portion of her meal period worked at her basic rate of pay. This provision shall not apply to employees subject to Article 20.02 c) above.

### **20.03 Shift Schedules**

- a) It is understood and agreed that hours of work must provide for continuous operations, and employees may be required to work various shifts through the twenty-four (24) hour period of the day and the seven (7) days of the week.
- b) Except for Night Attendants working shifts as outlined in Article 20.03 c), or in cases of emergency, or by mutual agreement between the part-time employee and the Employer, shift schedules shall:
  - i) Provide for not less than eight (8) hours between shifts, otherwise the employees shall be paid for any hours worked during the eight (8) hour period at the rate of time and one-half (1½×) times the basic rate of pay;
  - ii) Provide for at least two (2) consecutive days off per week, averaged over one (1) complete shift cycle;
  - iii) Not provide for split shifts;
  - iv) Not provide for more than seven (7) consecutive scheduled days of work.

#### **20.04 Schedule Posting and Schedule Changes**

- a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
- b) Except with the mutual agreement of the Employer and the affected employee(s), when a change is initiated in the employee's regularly scheduled work days with less than seven (7) calendar days notice, the employee shall be compensated at one and one-half ( $1\frac{1}{2}\times$ ) times the regular rate of pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule, unless the schedule change is caused by a fire, flood, natural disaster, emergency, and Act of God or other circumstances beyond the control of the Employer.

#### **20.05 Overtime**

- a) The Employer shall determine when overtime is necessary and for what period of time it is required.
- b) Except for Night Attendants working shifts in accordance with Article 20.01 c), overtime is all time authorized by the Employer and worked by an employee, in excess of seven and one-half ( $7\frac{1}{2}$ ) hours per day or in excess of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours worked per week averaged over one (1) complete cycle of the shift schedule.
- c) For Night Attendants whose regular hours of work are defined in Article 20.01 c), overtime is all time worked in excess of twelve (12) hours per day, or in excess of forty-two point six seven ( $42.67$ ) hours per week, averaged over one (1) complete cycle of the shift schedule.
- d) Overtime shall be provided as an amount of paid time off equivalent to the actual time worked or pay at the rate of one and one-half ( $1\frac{1}{2}\times$ ) times the basic rate of pay.

#### **20.06 Overtime and Time Off**

- a) Unless otherwise agreed between the Employer and the employee, paid time off for overtime shall be taken at a mutually acceptable time within six (6) months from the date it was accrued.
- b) Where mutual agreement is not reached, the Employer shall determine the period of paid time off or the overtime shall be paid out at the applicable overtime rates.

## **20.07 Call Back Pay**

- a) Call back pay provides for a minimum amount of overtime when a regular employee is required to return to work and work overtime unexpectedly, with no advance notice, and applies in the following circumstances only:
  - i) If a regular employee is called back to work after having completed her scheduled hours of work and after having left the premises of the Employer;
  - ii) If a regular employee is called into work while on her vacation.
- b) The call back minimum shall be three (3) hours of time off with pay or pay at the basic rate of pay.
- c) When an employee is called back to work, returns home and is subsequently called back again within a three (3) hour period commencing from the original call back, it shall be considered as one (1) call back period for the purpose of the call back minimum.

## **20.08 Named Holidays**

- a) Regular part-time employees shall be paid, in addition to their basic rate of pay, four point six percent (4.6%) in lieu of the Named Holidays.
- b) If a part-time employee is obliged to work on a Named Holiday, she shall be paid for all hours worked on the Named Holiday at one and one-half (1½×) times her basic rate of pay.

## **Article No. 21 – Casual Employees**

**21.01** The provision of this Collective Agreement shall not apply to casual employees except as provided for by this Article.

**21.02** The provisions of the following Articles shall apply to casual employees:

- Article 1 – Preamble
- Article 2 – Definitions
- Article 3 – Term of Collective Agreement
- Article 4 – Management Rights
- Article 6 – No Discrimination
- Article 11 – No Pyramiding
- Article 23 – Grievance Procedure
- Article 24 – Arbitration

### **21.03 Union Recognition, Dues and Representation**

The provisions of Article 5, Union Recognition, Dues, and Representation shall apply to casual employees, who work sixteen (16) hours in any one (1) month, except for the provisions of Article 5.04.

### **21.04 Salaries**

Casual employees shall be paid at “Step I” for the classification to which the job is assigned as outlined in the Salaries Appendix.

### **21.05 Hours of Work**

- a)** Except as provided in Article 21.05 d), the normal hours of work for a casual employee shall be up to seven and one-half (7 ½) hours per day
- b)** A casual employee will not be required to work in a manner where the ratio of workdays to non-work days exceeds 5:2 averaged over a period of not more than twelve (12) weeks.
- c)** Except as provided in d) below, hours of work for casual employees shall:
  - i)** Include, as scheduled by the Employer one (1) rest period of fifteen (15) minutes during each shift of not less than three and three quarters (3 ¾) hours, or;
  - ii)** Include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one-half (7½) hours per day, or;
  - iii)** Include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes for each working shift of seven and one-half (7½) hours per day, the alternative to be applied at the discretion of the Employer.
  - iv)** Exclude a meal period of not less than one-half (½) hour and not greater than one (1) hour to be scheduled by the Employer during each full working shift of seven and one-half (7½) hours per day.
- d)** Hours of work for casual Night Attendants working an eight (8) or twelve (12) hour shift shall:
  - i)** Include one (1) rest period of fifteen (15) minutes during each full working period of four (4) hours duration, and;
  - ii)** Include a meal period to be taken on the premises when it is practical to do so during each full working shift of eight (8) or twelve (12) hours per day.

- e) Notwithstanding, that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an employee to work during all or a portion of her meal period and she is not able to take equivalent time off at a later time during her shift, she shall be paid for the portion of her meal period worked at her basic rate of pay. This provision shall not apply to employees subject to Article 21.05 d), above.

#### **21.06 Overtime**

- a) The Employer shall determine when overtime is necessary and for what period of time it is required.
- b) Except for Night Attendants working shifts in accordance with Article 21.05 d), overtime is all time authorized by the Employer and worked by a casual employee in excess of seven and one half (7½) hours per day or in excess of thirty-seven and one half (37½) hours worked per week averaged over one (1) complete cycle of the shift schedule of not greater than twelve (12) weeks.
- c) For Night Attendants whose regular hours of work are defined in Article 21.05 d), overtime is all time worked in excess of twelve (12) hours per day, or in excess of forty-two point six seven (42.67) hours per week, averaged over one (1) complete cycle of the shift schedule not to exceed twelve (12) weeks.
- d) Overtime shall be paid at the rate of one and one-half (1½x) times the actual time worked at the basic rate of pay.

#### **21.07 Named Holidays**

- a) Casual employees shall be paid, in addition to their basic rate of pay, an amount of pay in lieu of named holidays at a level specified under the Employment Standards Code of Alberta.
- b) If a casual employee is obliged to work on a named holiday she shall be paid for all hours worked on the named holiday at one and one-half (1½x) times her basic rate of pay.

#### **21.08 Annual Vacation**

A casual employee who does not take vacation time off, shall be paid an amount of pay in lieu of vacation at the level specified under the Employment Standards of Alberta.

## **Article No. 22 – Education and Training**

- 22.01** The parties to this Collective Agreement recognize the value of continuing education for employees. Furthermore, the parties recognize that continuing education is a requirement for some employees. The responsibility for such continuing education lies not only with the individual, but also with the Employer.
- 22.02** The Employer shall reimburse an employee for the costs of completing approved training or upgrading courses. A return of service commitment may be required by the Employer in recognition of this subsidy.
- 22.03** Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in accordance with the following:
- a) The employee shall suffer no loss of regular earnings;
  - b) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsequent expenses subject to prior approval.
- 22.04** A paid leave of absence and/or reimbursement of expenses may be granted to an employee at the discretion of the Employer to enable the employees to participate in education programs.

## **Article No. 23 – Grievance Procedure**

### **23.01 Definitions**

- a) A “grievance” for the purpose of this Agreement is any difference arising as to the interpretation, application, operation, contravention, or alleged contravention of this Agreement. A grievance shall be categorized as follows:
  - i) An individual grievance is a dispute affecting one (1) employee;
  - ii) A group grievance is a dispute affecting two (2) or more employees. A group grievance shall list all employees affected by the grievance;
  - iii) A policy grievance is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. A policy grievance may be initiated by the Union or the Employer commencing at Step Two of the Grievance Procedure. In the case of an Employer grievance, it shall be presented to and processed by the Business Agent of the Union.
- b) In this Article “days” means consecutive calendar days, excluding Saturdays, Sundays and holidays named in this Agreement.

### **23.02 Union Representation**

- a) An employee may be assisted and represented by a Union Representative when presenting a grievance. The grievor shall not suffer any loss of pay for time spent in attending grievance meetings with the Employer.
- b) One (1) Shop Steward shall not suffer any loss of pay for time spent in attending grievance meetings with the Employer, provided that the Shop Steward first (1<sup>st</sup>) receives consent from her Supervisor. The Supervisor shall not unreasonably deny requests for absence pursuant to this provision.

### **23.03 Time Limits**

- a) Should the party initiating the grievance fail to comply with any time limit in the Grievance Procedure, the grievance will be considered to be abandoned.
- b) Should the party receiving the grievance fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.
- c) The parties may extend the time limits of the Grievance Procedure by mutual agreement in writing.

### **23.04 The Grievance Procedure**

#### **a) Step One**

An employee who has a grievance shall first (1<sup>st</sup>) endeavor to discuss and resolve the grievance with her immediate Supervisor. An earnest effort shall be made to resolve the matter at this stage.

#### **b) Step Two**

If the grievance cannot be satisfactorily resolved at Step One within ten (10) days of the date that the employee became aware of or reasonably should have become aware of the occurrence which led to the grievance, the grievance shall be reduced to writing and submitted to the Chief Executive Office of the Centre. The written grievance shall identify:

- i) The nature of the grievance;
- ii) The Article(s) of the Collective Agreement alleged to have been violated;
- iii) And the redress sought.

**c) Step Three**

Within ten (10) days of receipt of the grievance, the Chief Executive Office or his designate will schedule and conduct a meeting to discuss the grievance with the employee (if applicable) and the Union. Grievance meetings shall be conducted at times suitable to the operation of the business, by arrangement between the Employer and the Union. The Chief Executive Officer or designate shall respond to the grievance in writing within seven (7) days of the meeting.

**d) Step Four**

If the response of the Chief Executive Officer or his designate does not resolve the grievance, the Union shall have ten (10) days from the date of receipt of the response at Step Three above to advance the matter to Arbitration pursuant to Article 24.

**Article No. 24 – Arbitration**

**24.01** Within fifteen (15) working days of a grievance being referred to arbitration the Employer and the Union will agree on a sole arbitrator to hear the grievance. The expenses and remuneration of the arbitrator shall be borne in equal amounts by the Union and the Employer. The Arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of the Collective Agreement.

**By signing this Collective Agreement, the following duly appointed and authorized representatives attest that it reflects the terms and conditions agreed upon.**

**Signed at Edmonton, Alberta this \_\_\_\_\_, day of \_\_\_\_\_, 2020.**

**Bonnyville Indian – Métis  
Rehabilitation Centre  
Bonnyville, AB**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
Edmonton, AB**

\_\_\_\_\_  
Archie Collins

\_\_\_\_\_  
Wayne Skene



**Salary Appendix**

The basis of an employee's progression from the classification of Night Attendant I to Night Attendant II and then to Night Attendant III shall be the completion of six (6) months satisfactory service in the proceeding classification.

<b>Classification</b>	<b>April 1, 2020</b>	<b>April 1, 2021</b>
	<i>\$0.25</i>	<i>\$0.25</i>
Program Coordinator	25.82	26.07
Senior Counselors (RSW)	25.95	26.20
Senior Counselors	24.08	24.33
Counselors II	21.95	22.20
Counselors I	21.36	21.61
Office Administrator	21.76	22.01
Secretary/Receptionist	20.70	20.95
Cook	21.45	21.70
Maintenance Person	21.95	22.20
Senior Housekeeper	20.70	20.95
Housekeeper	20.45	20.70
Night Attendant III	19.70	19.95
Night Attendant II	19.37	19.62
Night Attendant I	18.72	18.97

**Bonus**

One hundred and fifty (\$150.00) dollars Christmas Bonus per year for regular employees.

**Letter of Understanding #1**  
***Re: Counselor Classification***

**Between:**

**Bonnyville Indian – Métis Rehabilitation Centre  
(Hereinafter Called “The Company”)**

**And:**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
(Hereinafter Called “The Union”)**

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A Counselor I will progress to Counselor II after completing recognized Counselor training and being employed as a Counselor I for a period of one (1) year, provided the Counselor I has demonstrated satisfactory performance in the opinion of the Employer. The one (1) year may be extended by six (6) months increments, with a written review at one (1) year, and at the end of each six (6) months extension, with a maximum of two (2) such six (6) months extensions. Progression from Counselor I to Counselor II shall not exceed two (2) year. Article 16 does not apply.

Signed at Edmonton, Alberta this \_\_\_\_\_, day of \_\_\_\_\_, 2020.

**Bonnyville Indian – Métis  
Rehabilitation Centre  
Bonnyville, AB**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
Edmonton, AB**

\_\_\_\_\_  
Archie Collins

\_\_\_\_\_  
Wayne Skene

**Letter of Understanding #2**  
***Re: Wage Rates***

**Between:**

**Bonnyville Indian – Métis Rehabilitation Centre  
(Hereinafter Called “The Company”)**

**And:**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
(Hereinafter Called “The Union”)**

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It is agreed between the Employer and the Union that while the Collective Agreement is in effect, the Employer may pay wage rates which are greater than those set out in Article 7 and the Salary Appendix of the Collective Agreement.

**Signed at Edmonton, Alberta this \_\_\_\_\_, day of \_\_\_\_\_, 2020.**

**Bonnyville Indian – Métis  
Rehabilitation Centre  
Bonnyville, AB**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
Edmonton, AB**

\_\_\_\_\_  
Archie Collins

\_\_\_\_\_  
Wayne Skene

**Letter of Understanding #3**

***Re: Training***

**Between:**

**Bonnyville Indian – Métis Rehabilitation Centre  
(Hereinafter Called “The Company”)**

**And:**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
(Hereinafter Called “The Union”)**

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**a) Mandatory training – Counselors**

- Counselors – All Counselors must be certified in Addiction Counselling. Within six (6) months.
- Counselors – Counselors will have a minimum of three (3) full days of training per year (twenty (20) hours), to continue their education and keep up with current changes in the addiction field and methods of counseling. Annually
- WHMIS, First Aid, Non Violent Crisis Intervention, Suicide Prevention, Infectious Control, Medication Administration, Violence and Harassment in Workplace, Suboxone Awareness, Effective Communication Skills, Time Management, Ethics and Boundaries in the Workplace.

**b) Mandatory training – Night Attendants**

- Night Attendants – All Night Attendants will have up to date Food Safe Handling. Within six (6) months.
- Night Attendants – Night Attendants will have current up to date Medication Administration, Suboxone Awareness, WHMIS, First Aid, Non Violent Crisis Intervention, Infections Control, Violence and Harassment at the Workplace, Effective Communication Skills, Time Management, Ethics and Boundaries in the Workplace.

**c) Mandatory Training – Casual Night Attendant**

- Medication Administration
- If Training is going on while Casual Staff are on shift, please attend.

**d) Mandatory Training – Head Cook**

- Head Cook – Head Cook must have Safe Food Handling – Within six (6) months
- Head Cook – WHMIS, First Aid, Infections Control, Violence and Harassment at the Workplace.

**e) Mandatory Training – House Keeping**

- House Keepers – WHMIS, First Aid, Infections Control, Violence and Harassment at the Workplace.

**f) Mandatory Training – Office Administrator**

- Office Administrator – WHMIS, First Aid, Infections Control, Violence and Harassment at the Workplace. Within six (6) months

All training will be done on Company time. If staff does not have an opportunity to complete training on shift, arrangements will be made through the Executive Director.

**Signed at Edmonton, Alberta this \_\_\_\_\_, day of \_\_\_\_\_, 2020.**

**Bonnyville Indian – Métis  
Rehabilitation Centre  
Bonnyville, AB**

**Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta  
Edmonton, AB**

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Archie Collins

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Wayne Skene