

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING:



**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(Hereinafter referred to as the “Union”)**

-AND-



**CASA MENTAL HEALTH
(Hereinafter referred to as the “Employer”)
Covering All Employees**

FOR THE PERIOD

APRIL 1, 2022 TO MARCH 31, 2026

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PREAMBLE

The Parties agree that the primary purpose of the Employer and the Employees is to build resilience through holistic, evidence-informed and compassionate care, and to advocate for children, youth and families with mental illness. The Parties believe this purpose can be achieved most readily when harmonious relationships exist between CASA and its Employees.

The Parties respectfully acknowledge that Alberta is located on Treaty 4, 6, 7, and 8 Territory traditional lands - a traditional gathering place for diverse Indigenous peoples, including the Cree, Blackfoot, Métis, Dene, Stoney-Nakota Sioux, Saulteaux, Siksika, the Piikuni, the Kainai, the Tsuut'ina, the Stoney-Nakoda First Nations, and many others whose histories, languages, and cultures continue to influence our vibrant community.

ARTICLE 1: TERM

- 1.1 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date of ratification to March 31, 2026 and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to change or amend this Collective Agreement.
- 1.2 Where notice is served by either party to commence collective bargaining, in compliance with Article 1.1, this Collective Agreement shall continue in full force and effect until strike, or lockout, or until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

- 2.1 “Code” means the *Labour Relations Code* as amended from time to time.
- 2.2 “Union” means the Health Sciences Association of Alberta.
- 2.3 “Employee” means any person employed in the bargaining unit referred to in Article 3.1. It shall further include any person employed in any new classification added to the bargaining unit in the future.
- 2.4 (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 normally works the hours specified in Article 10: Hours of Work of this Collective Agreement;

- (ii) “Part-time Employee” is one who works scheduled shifts, whose hours of work are less than those specified in Article 10: Hours of Work and normally equal or exceed fourteen (14) hours per week.
 - (b) “Casual Employee” is one who works on a call-in basis; or is regularly scheduled for a period which is expected to be three (3) months or less, for a specific job; or is regularly scheduled only to work on weekends; or is regularly scheduled for shifts of a continuing nature less than fourteen (14) hours per week.
 - (c) “Temporary Employee” is one who is hired on a temporary basis either full or part-time, for a specific job expected to be more than three (3) months and not expected to be for more than one (1) year; or who is covering for the absence of another Employee.
 - (i) The Employer will notify the Union that a Temporary Employee is being hired, and will notify the Union of any extension of a Temporary position.
- 2.5 “Employer” shall also mean and include such officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.
- 2.6 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.7 “Month” is the period of time between the date in one (1) month and the preceding date in the following month.
- 2.8 Throughout this Collective Agreement, a word used the singular applies also in the plural and vice versa.
- 2.9 “Fiscal year” shall mean the twelve (12) month period beginning on April 1st of one year and ending on March 31st of the following year.
- 2.10 “Basic Rate of Pay” is the step in the hourly rate of pay scale applicable to the Employee as set out in Appendix A inclusive of the Educational Allowance as set out in Appendix B, but exclusive of all other allowances and premium payments.
- 2.11 “Steward” means an Employee of CASA Mental Health who has been appointed by the Union to act as an Employee representative in the administration of the Collective Agreement.
- 2.12 “Local Unit Representative” means a Union member and Employee of CASA Mental Health who has been appointed by the Local Unit to coordinate the exchange of critical local information with HSAA, performing member orientations, member engagement and other duties set out by the Union.

ARTICLE 3: RECOGNITION AND UNION BUSINESS

- 3.1 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the bargaining unit as defined by the certificate issued by the Labour Relations Board, and any amendments thereto.
- 3.2 An Employee shall not engage in Union business during their business hours without prior permission of the Employer.
- 3.3 A duly accredited officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 3.4 The name of a Local Unit Representative or Steward shall be supplied in writing to the Employer before they are recognized as the Local Unit Representative or Steward. The Local Unit Representative or Steward shall be entitled to leave work to carry out their functions as provided in this 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. Local Unit Representatives and Stewards shall suffer no loss of pay for time spent on the Employer's premises in performing their duties.
- 3.5 The Employer shall allow the Union to have access to bulletin boards in each facility for the posting of information related to the employment relationship and other Union business.
- 3.6 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 Human Resources Representative, or designate of the Employer and the Union.
- 3.7 No Employee shall be required or permitted to make any written or verbal agreement which is in direct conflict with the terms of this Collective Agreement.
- 3.8 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes paid time during the probationary period 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 scheduling of such presentation shall be agreed upon between the Employer and the Union. Presentations shall be held no more than once per month, as necessary. The Union representative making the presentation shall be the Local Unit Representative or Steward from the site at which the presentation is being held or the Union Labour Relations Officer.

3.9 Stewards

- (a) The name of a Steward shall be supplied to the Employer before they are recognized as a Steward. Upon request of the Employer, the Union shall provide a list of all Stewards.
- (b) The Steward shall be allowed reasonable time while on duty without loss of pay to perform their duties. Steward duties may include but are not limited to:
 - (i) Accompanying an Employee at a formal investigation, disciplinary or discharge meeting.
 - (ii) Processing grievances including preparation and attendance at grievance hearings.
 - (iii) Meeting with new Employees consistent with Article 3.8.
 - (iv) Attendance at the Employee-Management Advisory Committee (EMAC).
- (c) It is the sole responsibility of the Union to arrange the attendance of a Steward for Article 3.9 (b) (i) and (ii) above.

ARTICLE 4: COPIES OF COLLECTIVE AGREEMENT

- 4.1 The Employer shall make an electronic copy of the Collective Agreement available to each new Employee upon appointment.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1 The management of the operation, including the direction of the working force, is vested exclusively in the Employer, except where it is specifically limited by the terms of this Agreement.

ARTICLE 6: DUES DEDUCTION AND UNION MEMBERSHIP

- 6.1 Membership in the Union is voluntary.
- 6.2 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. Such deductions shall be forwarded to Union, or its authorized representative, on the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name, address and classification of the Employees from whom deductions have been taken and the amount of the deductions. Such list shall indicate newly hired and terminated Employees.

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.

- 6.3 Dues will be deducted from an Employee during sick leave with pay and during leave of absence with pay.
- 6.4 The Union shall give not less than thirty (30) days’ notice of any change in the rate at which dues are to be deducted.
- 6.5 The Union shall give not less than thirty (30) days’ notice of a Special Assessment deduction.
- 6.6 Monthly dues that are outlined in Article 6.2 above shall be supplied to the Union in an electronic format.
- 6.7 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 6.8 The Employer shall provide the Union, upon request, an Employee information sheet which includes:
 - (a) name;
 - (b) site(s);
 - (c) position;
 - (d) status;
 - (e) FTE;
 - (f) date of hire;
 - (g) seniority date;
 - (h) rate of pay;
 - (i) increment level; and
 - (j) education allowance, if applicable

ARTICLE 7: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT

- 7.1 Subject to the defences available in the *Alberta Human Rights Act*, there shall be no discrimination by either party in respect of an Employee by reason of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, ancestry, place of origin, marital status, source of income, family status, or sexual orientation of that Employee, nor by reason of union membership or non-membership, lawful union activity, or exercise of any right conferred under this Collective Agreement by that Employee.
- 7.2 The parties recognize the rights of the Employees to belong to and participate in the activities of the Union and exercise all rights under the *Labour Relations Code*.

- 7.3 The Employer, the Union and the Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles.

ARTICLE 8: NO STRIKE OR LOCKOUT

- 8.1 There shall be no strike or lockout during the life of this Collective Agreement.

ARTICLE 9: PROBATIONARY PERIOD

- 9.1 A newly hired Regular or Temporary Employee shall serve a probationary period of six (6) months, except for administrative support Employees who will serve a three (3) month probationary period.
- 9.2 During the probationary period, the Employer will endeavour to have regular conversations with an Employee about their performance.

At a minimum, the Employer will meet with the Employee regarding their performance near the midpoint of their probationary period and provide written feedback. Where the written feedback includes areas of concern regarding the Employee's performance, the Employee shall be provided with an opportunity to address the concerns.

If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice. The Employee may access the Grievance Procedure at Step 2 (38.2 (b)(ii)), without recourse to Step 3 of the Grievance Procedure (38.2(b)(iii)) and Article 39: Grievance Arbitration.

- 9.3 An Employee who has completed their probationary period and has remained employed shall not subsequently be placed on probation.
- 9.4 By mutual agreement in writing between Union and the Employer, the probationary period may be extended by three (3) months.

ARTICLE 10: HOURS OF WORK

- 10.1 Regular hours of work for a Full-time Employee, exclusive of meal periods, shall be seven and one quarter (7 ¼) hours per day and shall not exceed thirty-six and one quarter (36 ¼) hours in a one (1) week period.
- 10.2 In a case where a decision is made to temporarily suspend the operation of a particular program ("Temporary Closure") for a period of three (3) or fewer days for operational reasons, the following provisions will apply:
- (a) Employees and the Union will be provided with seven (7) days or more notice in writing of the Temporary Closure;

- (b) Temporary Closures will be rotated so that the impact on Employees is shared as equally as possible;
- (c) Employees will have the option of using an unpaid leave of absence, vacation hours, wellness hours, accumulated statutory holiday hours or accumulated flex hours for the hours of work affected by the Temporary Closure. If an Employee chooses to take an unpaid leave of absence, they have the option of putting in a request to work a vacant shift which occurs within the same or the next pay period as the Temporary Closure. Any shifts made up as a result of a Temporary Closure shall be at the Basic Rate of Pay; and
- (d) Where work becomes available during the Temporary Closure, Employees who would otherwise have worked during the Temporary Closure will be given the first opportunity to work. Employees may decline the offered work without adversely affecting their choice under Article 10.2(c).

10.3 Meal periods and rest periods:

- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and one quarter (7 ¼) hours or more and exclude an unpaid meal period of not less than thirty (30) minutes.
- (b) When the Employer requests that an Employee work during their meal period, they shall be paid for the meal period unless they are permitted to take compensating time off for the full period at a later time in the shift. If working through the meal period extends the shift beyond the regular hours of work, then Article 12: Overtime applies.
- (c) When the Employer requests that an Employee work during their rest period, and they are not permitted to take compensating time off for the full period at a later time in the shift, instead of being paid at regular time for the rest period, the Employee will be paid at the applicable overtime rate.

10.4 Subject to Article 10.3, where possible, hours of work shall be consecutive.

10.5 Flexible hours of work may be implemented where mutually agreed, in writing, between the Employer and the Employee.

10.6 Modified or compressed work week schedules may be implemented where mutually agreed in writing between the Employer and Union.

10.7 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due for it at the applicable overtime rate. On the date fixed by that Act for the resumption of

Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.1 Employees recognize that they may be required to work various shifts throughout the twenty-four (24) hour day and seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.2 Shift scheduling standards:

- (a) Except by mutual agreement (which includes situations where the schedule was included as part of the posting for which an Employee applied) between the Employer and the Employee, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (ii) where possible, one (1) weekend off in each two (2) week period and two (2) weekends off in each five (5) week period;
 - (iii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift;
 - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.2(a), and there has not been mutual agreement otherwise, the following conditions shall apply:
 - (i) Failure to provide days off in accordance with Article 11.2(a)(i) shall result in the payment to each affected Employee of one and one-half times (1 1/2X) their Basic Rate of Pay for one (1) regular shift worked during the two (2) week period.
 - (ii) Failure to provide fifteen and one-half (15 1/2) hours off duty in accordance with Article 11.2(a)(iii) shall result in payment of one and one-half times (1 1/2X) the Basic Rate of Pay for all hours of overlap.
- (c) The Employer will endeavour to ensure that an Employee required to rotate shifts will be assigned a reasonable share of day duty unless mutually agreed otherwise with the Employee.
- (d) The Employer shall post shift schedules eight (8) weeks in advance.

(e) Unless an Employee is given at least seven (7) calendar days' notice of a change of their scheduled shift (i.e., in the days off or a change from days, evenings or nights) then they shall be paid at the rate of one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on the first day of the changed schedule.

(f) Cancellation of Shifts:

If the Employer cancels any scheduled shift without providing at least forty-eight (48) hours' notice to an Employee, then the following options will be available to the Employee, at the discretion of the Employer:

(i) Two (2) hours of pay at the Basic Rate of Pay;

(ii) Complete part, or all, of the shift at the Basic Rate of Pay if productive work is available; or

(iii) Reschedule the shift upon mutual agreement between the Employee and the Employer.

11.3 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their Basic Rate of Pay.

11.4 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their Basic Rate of Pay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.5 Employees may exchange shifts and/or days off, with the prior approval of the Employer, provided no increase in cost is incurred by the Employer, and provided that operational efficiency is maintained.

ARTICLE 12: OVERTIME

12.1 Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular hours of work defined in Article 10: Hours of Work or any hours worked on days of rest.

12.2 An Employee shall make reasonable efforts to obtain authorization for overtime from the Employer, prior to the commencement of overtime.

Authorization for overtime after the fact shall not be unreasonably denied by the Employer where overtime arises as the result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- 12.3 Overtime will be paid in accordance with the following:
- (a) One and one-half times (1 1/2X) their Basic Rate of Pay for the first two (2) consecutive hours and two times (2X) their Basic Rate of Pay thereafter, exclusive of meal periods, if taken.
 - (b) For work on scheduled day(s) of rest, one and one-half times (1 1/2X) their Basic Rate of Pay.
- 12.4 An Employee who normally returns to their place of residence by means of public transportation following the completion of their regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to their place of residence.
- 12.5 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments at the applicable premium rate.
- 12.6 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.

ARTICLE 13: ON CALL

- 13.1 The term "on call" shall mean any period during which the Employee is not on regular duty and during which the Employee is required to be reasonably available to respond to any request to return to duty, except for lunch or meal periods.
- 13.2 For periods of on call four (4) hours or less, the Employee shall be compensated in the amount of one-half (1/2) hour of pay.
- 13.3 (a) For each occasion that an Employee is called back to duty during the Employee's on call period, in addition to the payment received for being on call, the Employee shall be paid for all hours worked during the on call period or for two (2) hours, whichever is the longer.
- (b) When an Employee who has not been assigned on call is called and required to report to work on a call back basis, they shall be paid for all hours worked, or for two (2) hours, whichever is greater.
- 13.4 Call back pay may be granted in the form of time off duty with pay in accordance with the Overtime Article.

ARTICLE 14: HOURLY RATE OF PAY

- 14.1 Hourly rate of pay increments and classifications shall be as set out in Appendix "A".
- 14.2 (a) Unless otherwise changed by the operation of this Collective Agreement, hourly rate of pay increments for Regular Full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment with the Employer 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 paid hours of work equivalent to one (1) FTE in the Employee's position and a further increment on the completion of each further such period of paid hours of work thereafter until the maximum rate is attained.
- 14.3 In addition to hourly rate of pay, Employees will be paid an hourly educational increment in accordance with the provisions of Appendix "B".
- 14.4 Provided not more than three (3) years shall have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their starting hourly rate of pay will be governed by the following conditions:
- (a) "Year of experience" shall mean a minimum of one thousand eight hundred ninety-two and one quarter (1892.25) hours of work for those Employees working a seven and one quarter (7 ¼) hour day. Initial placement on the hourly rate of pay scale will be in accordance with the number of complete years of applicable experience.
- (b) Experience satisfactory to the Employer shall be credited on a one for one basis up to the top increment of the hourly rate of pay scale.
- 14.5 A provisional psychologist shall be placed on the Mental Health Therapist grid, and shall not move past step 3 while maintaining their provisional status.
- 14.6 A graduate nurse shall be placed on the appropriate Registered or Licensed Nurse grid, and shall not move past step 3 until they become registered.

ARTICLE 15: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

- 15.1 A shift differential of one dollar and seventy five cents (\$1.75) per hour shall be paid to Employees working a shift when the majority of the hours of such shift fall between the period fifteen hundred (1500) hours to zero seven hundred (0700) hours. Shift differential shall not be considered part of the Basic Rate of Pay. It will be paid in addition to the overtime rate.
- 15.2 A weekend premium of one dollar and fifty cents (\$1.50) per hour shall be paid to an Employee working a shift when the majority of the hours of such shift are on Saturday or Sunday. Weekend premium shall not be considered part of the Basic Rate of Pay. It will be paid in addition to the overtime rate.
- 15.3 Where applicable, shift differential and weekend premium can both be earned at the same time.

ARTICLE 16: TEMPORARY ASSIGNMENTS

- 16.1 When an Employee performs the duties of a classification covered by this Collective Agreement to which is assigned a higher hourly rate of pay scale, they shall be paid, in addition to their Basic Rate of Pay, the difference between the beginning rate in the hourly rate of pay scale for their classification and the beginning rate in the hourly rate of pay scale of the classification to which they are temporarily assigned.
- 16.2 During periods of temporary assignment to a classification with a higher hourly rate of pay scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher Basic Rate of Pay.
- 16.3 When an Employee substitutes on another job outside the scope of the bargaining unit for at least one full shift or more, the Employee will receive, in addition to their regular hourly rate of pay, a premium of one dollar and fifty cents (\$1.50) per hour. An Employee temporarily assigned to a position outside the scope of the bargaining unit shall not be covered by the terms and conditions of this Collective Agreement except in the case where the Employee is disciplined or terminated for just cause while temporarily assigned to such a position. In such a case, the Employee will be able to access the grievance procedure pursuant to Articles 37 and 38 of this Collective Agreement for the purpose of grieving the discipline or termination for just cause if required. Upon returning to their position after completion of such temporary assignment, the Employee shall do so without loss of seniority or any other rights gained by virtue of this Collective Agreement.

ARTICLE 17: RESPONSIBILITY PAY

17.1 The Employer will pay an hourly premium to the following Employer designated roles as follows:

Team Leader	\$1.00
Special Projects	\$1.25

17.2 In designating the Team Leader role, experience, performance, ability and qualifications applicable to the Team Leader role shall be the primary considerations. The Team Leader for each shift will be scheduled in advance on the posted shift schedule.

17.3 When designating a special projects role, the Employer will designate the role in writing to the applicable Employee. The designation will indicate the role, required duties and the length of time for which the duties will be required.

17.4 The responsibility pay premium shall not be considered part of the Basic Rate of Pay. It will be paid in addition to the overtime rate, shift differential and weekend premium.

ARTICLE 18: TRAVEL EXPENSES

18.1 When an Employee, at the request of the Employer, drives a vehicle, a transportation expense reimbursement of fifty-eight cents (\$0.58) per kilometre shall be paid.

18.2 When an Employee is required by the Employer to travel for employment purposes, they shall be reimbursed for all reasonable expenses, supported by receipts, as required by the Employer, and as set out in the CASA Travel and Subsistence Policies.

ARTICLE 19: VACATION WITH PAY

19.1 For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.

19.2 An Employee is entitled to vacation with pay in proportion to the number of months and FTE worked during the vacation year on the following basis:

- (a) During each of the first (1st) and second (2nd) years of employment, an Employee shall earn entitlement calculated on a basis of fifteen (15) working days (108.75 hours);
 - (b) During each of the third (3rd) to ninth (9th) years of employment, an Employee shall earn entitlement calculated on a basis of twenty (20) working days (145 hours);
 - (c) During each of the tenth (10th) to nineteenth (19th) years of employment, an Employee shall earn entitlement calculated on a basis of twenty-five (25) working days (181.25 hours);
 - (d) During each of the twentieth (20th) and subsequent years of employment, an Employee shall earn entitlement calculated on a basis of thirty (30) working days (217.50 hours);
- 19.3
- (a) Upon their 25th anniversary of continuous employment with the Employer, a regular full-time or regular part-time Employee will be granted five (5) supplemental days (36.25 hours) of vacation to be taken within the following twelve (12) months. The supplemental days will be pro-rated for FTE over the previous twelve (12) months of employment, if applicable.
 - (b) Upon their 30th anniversary of continuous employment with the Employer, a regular full-time or regular part-time Employee will be granted 5 supplemental days (36.25 hours) of vacation to be taken within the following twelve (12) months. The supplemental days will be pro-rated for FTE over the previous twelve (12) months of employment, if applicable.
 - (c) Upon their 35th anniversary continuous employment with the Employer, a regular full-time or regular part-time Employee will be granted five (5) supplemental days (36.25 hours) of vacation to be taken within the following twelve (12) months. The supplemental days will be pro-rated for FTE over the previous twelve (12) months of employment, if applicable.
 - (d) Upon their 40th anniversary continuous employment with the Employer, a regular full-time or regular part-time Employee will be granted five (5) supplemental days (36.25 hours) of vacation to be taken within the following twelve (12) months. The supplemental days will be pro-rated for FTE over the previous twelve (12) months of employment, if applicable.
 - (e) Upon their 45th anniversary continuous employment with the Employer, a regular full-time or regular part-time Employee will be granted 5 supplemental days (36.25 hours) of vacation to be taken within the following 12 months. The supplemental days will be pro-rated for FTE over the previous twelve (12) months of employment, if applicable.

- 19.4 An Employee may request, in writing, vacation leave during any period of the year to be taken at a mutually agreeable time. The Employer shall indicate approval or disapproval in writing within fourteen (14) calendar days of the request.
- 19.5 Employees shall be allowed to carry over accrued vacation credits to a maximum of five (5) days to the subsequent fiscal year. Any unused vacation credits in excess of five (5) days, will be paid out in the first pay period following March 31, at the Employee's rate of pay as of March 31st.

If an Employee would like to carry over more than five (5) days for a specific purpose, they shall make a request, in writing, to the Employer, including the number of days, purpose and when they will be used. The decision to approve or deny such a request is at the Employer's discretion.
- 19.6 No Employee who immediately prior to being covered by the terms and conditions of this Collective Agreement was entitled to or earned vacation benefits in excess of that set out herein shall have their vacation entitlement reduced.

ARTICLE 20: STATUTORY AND NAMED HOLIDAYS

20.1 (a) Statutory Holidays

Each Employee shall be entitled to the following statutory holidays, provided they continue to be statutory holidays:

- | | |
|------------------|-----------------|
| New Years Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | |

(b) Named Holidays

Each Employee shall be entitled to the following additional named holidays:

- Easter Monday
- August Civic Holiday
- Christmas Float Day (as designated by the Employer)
- Boxing Day
- National Day for Truth and Reconciliation

and all other named holidays proclaimed to be a statutory holiday by the Province of Alberta.

- 20.2 If the Employer designates a common date for the day off with pay in lieu of a named holiday which falls on a Saturday or Sunday, such a common date shall be designated at least six (6) months in advance.

20.3 Employees will suffer no loss of pay if they do not work a statutory or additional named holiday. In addition, Employees who work a statutory holiday and or a named holiday will be paid for hours worked at the rate of one and one-half times (1 1/2X) their Basic Rate of Pay plus:

- (i) one (1) day's pay; or
- (ii) an alternate day off at a mutually agreed time; or
- (iii) by mutual agreement, a day added to their next annual vacation.

20.4 An Employee is not entitled to general holiday pay if the Employee:

- (a) does not work on a general holiday when they are required or scheduled to do so; or
- (b) is absent from their employment without the consent of their Employer on the Employee's last regular working day preceding, or the Employee's first regular working day following a general holiday.

ARTICLE 21: SICK LEAVE

21.1 (a) The purpose of sick leave is to compensate for any illness, quarantine by Medical Officer of Health, or injury for which compensation is not payable under the *Workers' Compensation Act*, which renders the Employee unable to attend and perform at work.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

21.2 (a) An Employee who is employed at the beginning of the fiscal year and who is granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay to a maximum of ten (10) normal working days per fiscal year.

(b) An Employee who has been employed for less than one (1) fiscal year and who is granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay up to one (1) normal working days, for each full month they have been in the Employer's service up to a maximum of ten (10) days.

(c) Unused portions of sick leave to a maximum of ten (10) days may be carried forward to the next fiscal year.

21.3 Sick leave pay shall not be granted during any leave of absence or vacation unless hospitalized during the vacation.

- 21.4 Employees shall make every reasonable effort to book appointments outside of working hours. If an Employee requires time off for the purpose of attending a dental, physiotherapy, optometrist or medical appointment, such absences shall be neither charged against their accumulated sick leave nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Upon booking an appointment occurring during work hours, Employees shall provide notice to their supervisor, in writing, advising them of the appointment. The Employee may be required to submit satisfactory proof of such appointments.
- 21.5 Information concerning the nature of an Employee's illness shall be kept confidential by the Employer unless the Employee consents in writing to such release.
- 21.6 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

ARTICLE 22: EMPLOYEE BENEFIT PLANS

- 22.1 The Employer shall continue to contribute to the following group plans for all eligible Employees at the percentage of contribution noted in Appendix "C" to this Agreement:
- (a) Life Insurance and Accidental Death and Dismemberment Plan;
 - (b) Short Term Disability Plan;
 - (c) Long Term Disability Plan;
 - (d) Dental Plan; and
 - (e) Extended Health Care.
- 22.2 The Employer shall make copies of the plans listed above, including any changes, available electronically. The plans do not form part of the Collective Agreement.

ARTICLE 23: PENSION PLAN

- 23.1 The Employer shall contribute to a pension plan on a monthly basis an amount equal to the amount contributed by the Employee. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible Employee. The pension plan does not form part of the Collective Agreement.

ARTICLE 24: OVER/UNDER PAYMENTS

24.1 In the event that an Employee is over or under compensated by error on the part of the Employer, the Employer shall correct such compensation error as soon as possible after the error is discovered. In the case of underpayments, the error shall be corrected no later than the second following pay day after discovery. If it involves collecting an overpayment, the Employer will first attempt to reach an agreement with the Employee on a repayment plan, and deductions will not exceed ten percent (10%) of the gross pay for that period unless it is a final pay period.

ARTICLE 25: SENIORITY

25.1 Seniority means:

- (a) For Regular Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit; or
- (b) in the case of a person already employed by the Employer who is subsequently determined by the Labour Relations Board (or agreed to by the parties) as being within the bargaining unit, continuous service with the Employer from the date the person commenced performing work of an Employee as defined by the Labour Relations Board.
- (c) Seniority will only be considered broken upon resignation, termination and upon the expiry of recall rights.

25.2 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited as provided in Article 25.1.

25.3 Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken. The following Articles address the role of seniority in other decision-making:

- (a) Article 26.4 Promotions and Transfers; and
- (b) Article 27.2 Layoff and Recall.

25.4 The Employer shall make the seniority list available electronically. The seniority lists will include name, seniority date, and ranking.

ARTICLE 26: PROMOTIONS, TRANSFERS AND VACANCIES

26.1 (a) Vacancies within the bargaining unit for full-time positions, part-time positions and temporary positions shall be posted not less than six (6) calendar days in advance of making an appointment.

- (b) The notice of posting shall contain the following information:
 - (i) position title, and duties of the position;
 - (ii) qualifications required;
 - (iii) status of position and expected term of a temporary position;
 - (iv) expected hours of work and FTE; and
 - (v) hourly rate of pay range.
- (c) When vacancies within the bargaining unit are filled, inside applicants will be given first consideration if the candidates are considered to be relatively equal by the Employer.
- (d) Internal and external candidates who are unsuccessful on a competition, but are deemed to be qualified, may be considered for similar positions for a period of six (6) months. If a qualified external candidate has been identified, the position will be posted internally for three (3) working days and any interested internal candidate shall notify the Employer of their interest in the position. Using these candidates to fill additional vacancies that may occur within the six (6) month period shall not be deemed a violation of this Article.

- 26.2 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.
- 26.3 An Employee shall be returned to their former position after completion of a temporary position without violation of this Article, if it was agreed at the time of taking the temporary position that their other position would be held for them.
- 26.4 In making promotions and transfers, experience, performance, ability, and qualifications applicable to the position shall be the primary considerations. When these factors are considered to be relatively equal by the Employer, seniority shall be the deciding factor.
- 26.5 When an Employee is promoted to a classification with a higher wage scale, the Employee shall be placed on the new scale on the first step which has a higher hourly rate of pay than their current hourly rate of pay.
- 26.6 An Employee's anniversary date, for the purpose of qualifying for an annual increment, shall not be changed as a result of a promotion.

ARTICLE 27: LAYOFF AND RECALL

- 27.1 Prior to layoffs occurring, the Employer will meet with the Union to discuss the timing and process to be used.
- 27.2 When the Employer needs to reduce the number of Regular Employees in any classification, the Employer will give Employees at least twenty (20) calendar days' notice, or pay in lieu of notice.
- 27.3 In making these layoffs or recalls, the determining factors shall be relevant experience, skill, training, knowledge, ability and performance. When, in the opinion of the Employer, these attributes are considered equal, seniority will be the determining factor.
- 27.4 Notwithstanding Article 27.3, layoffs will be done by program. That is, if a layoff is required in a particular program, only Regular Employees employed in the relevant classification(s) in that program will be considered when determining which Regular Employees will be laid off.
- 27.5 If a Regular Employee who is subject to layoff in accordance with Articles 27.3 and 27.4 is not the least senior Regular Employee in the relevant classification, the Regular Employee may choose one of the following options subject to having the relevant experience, skill, training, knowledge, ability and performance, as determined by the Employer.
- (a) acceptance of an available vacancy with the same FTE or less in the relevant classification;
 - (b) displacement of the least senior Regular Employee with the same FTE or less in the relevant classification; or
 - (c) acceptance of the layoff.
- If the Employee accepts an available vacancy, or displaces an Employee, with a lesser FTE and the remaining FTE is less than 0.2, the remaining FTE will be forfeited.
- 27.6 Subject to Article 27.3, laid off Regular Employees will have recall rights for twelve (12) months.
- 27.7 The Employee may choose to accept a recall into a position with a lesser FTE however, any remaining FTE will be forfeited. If an Employee on recall refuses an offered position with a lesser FTE, the Employee's recall rights will not be adversely affected.
- 27.8 The Employer shall maintain a recall list for all Regular Employees on recall. The list shall be provided to the Union quarterly when there are Regular Employees on recall.

- 27.9 A laid off Regular Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to Casual Employees, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- 27.10 A laid off Regular Employee may refuse an offer of casual work without adversely affecting their recall status.
- 27.11 The method of recall shall be determined by the Parties during the meeting held pursuant to Article 27.1.

ARTICLE 28: WORKERS' COMPENSATION

- 28.1 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 receive the monies due to their directly from the Workers' Compensation Board. Time lost will not be deducted from the sick leave bank.
- 28.2 An Employee in receipt of Workers' Compensation benefits shall be deemed to be on an unpaid leave of absence.

ARTICLE 29: LEAVES OF ABSENCE

29.1 General Policies Covering Leaves of Absence:

- (a) An application for leave of absence shall be made, in writing, to the Employer thirty (30) calendar days in advance, or in any event as soon as possible. The application shall indicate the desired dates of departure and return from the leave of absence.
- (b) Except as provided in Article 29.1(c), where an Employee is granted a leave of absence of more than one (1) month, and that Employee is covered by any or all of the plans specified in the Employee Benefit Plan Article, that Employee shall, subject to the insurer's requirements, make prior arrangement for the prepayment of one hundred-percent (100%) of the premiums for the applicable plans, or the Employer may deduct the proportionate share of the Employer premium for the month if the leave is less than one month.
- (c) 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, STD, WCB or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Where an Employee is on an approved leave of absence without pay, the Employee shall accrue seniority credits for the full period of such leave.

- (e) Where an Employee is on an approved leave of absence without pay, the Employee shall accrue vacation credits for the first ten (10) days of such leave and shall cease to accrue vacation credits during the remainder of such leave.
- (f) An Employee granted leave of absence without pay shall not be entitled under Article 20: Statutory and Named Holidays to a statutory or named holiday with pay that may fall during the authorized leave of absence, unless that holiday falls within the first ten (10) days of such leave.
- (g) An Employee on approved leave of absence who overstays such leave without the Employer's permission and without a reasonable explanation shall be considered to have terminated their employment.

29.2 **General Leave of Absence without Pay**

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. Where approval is denied, the Employer will respond in writing and reasons shall be given.

29.3 **Educational Leave**

A paid leave of absence to a maximum of three (3) days per fiscal year and reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in educational programs.

29.4 **Bereavement Leave**

- (a) The Employer recognizes that an Employee may require Bereavement Leave for the death of a member of their family, community or other person of significance to the Employee. In this instance, the Employer shall grant Bereavement Leave with pay of five (5) consecutive working days. Upon request, the Employee may be granted additional leave of absence without pay.
- (b) Bereavement Leave granted pursuant to Article 29.4 (a) shall, on application, be extended by three (3) additional days with pay if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary.
- (c) Where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances shall an Employee be

eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

- (d) The Employer may approve reinstatement of up to five (5) days' vacation if there is a death that qualifies for Bereavement Leave pursuant to Article 29.4 (a), while an Employee is on vacation.
- (e) An Employee who is pregnant and whose pregnancy ends other than in a live birth shall be entitled to Bereavement Leave of up to three (3) days. The spouse or common law partner of the person who was pregnant and any other person who would have been a parent as a result of the pregnancy, such as adoptive or surrogate parents, are also entitled to Bereavement Leave of up to three (3) days.

29.5 Maternity / Parental / Adoptive Parent Leave

Maternity Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the date of delivery, or such shorter period as may be requested by the Employee, provided that they commences Maternity Leave not later than the date of delivery. Maternity Leave shall be without pay and benefits, except 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, STD, WCB, or LTD. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to herself or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. When no suitable position is available, the Employee may request Maternity Leave as provided by Article 29.5(a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy, which results in the need for an absence from work for longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 29.2.
- (c) A pregnant Employee whose pregnancy ends other than a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

Parental Leave

- (d) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted a leave of absence without pay and benefits for a period of not more than sixty two (62) consecutive weeks. For the birth mother, Parental Leave shall start immediately following Maternity Leave.

Adoptive Parental Leave

- (e) An Employee who has completed ninety (90) days of employment shall be granted a leave of absence without pay and benefits for a period of up to sixty-two (62) consecutive weeks for the purpose of adopting a child, provided that:
 - (i) they make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) they provide the Employer with at least two (2) weeks' notice that such leave is to commence, or as much notice as is possible in the circumstances.
- (f) 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.
- (g) An Employee absent on Parental or Adoptive Parental Leave shall provide the Employer with one (1) month's written advance notice of their readiness to return to work 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 hourly rate of pay scale or provide them with alternate work of a comparable nature at not less than the same step in the hourly rate of pay scale and other benefits that accrued to them up to the date they commenced the leave.

29.6 Paternity Leave

Paternity Leave of three (3) working days with pay per fiscal year 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 of the child.

29.7 Wellness Leave

The Employer values the biological, psychological, social, spiritual and overall wellness of all Employees.

- (a) Each Employee will be entitled to thirty-six and one quarter (36.25) hours of Wellness Leave each fiscal year. These hours are for the purpose of nurturing the wellness needs of Employees, including related appointments, allowing them to thrive in all aspects of their lives.
- (b) Employees shall have the ability to request Wellness Leave in hourly increments and such requests will not be unreasonably denied by the Employer.
- (c) Any Wellness Leave hours not used by March 31st of each fiscal year shall not be carried over or paid out on termination of employment.
- (d) New employees will have Wellness Leave hours credited as of their start date, pro-rated by FTE.

29.8 Estate Leave

Where an Employee is appointed as executor or administrator of an estate, they shall be granted up to two (2) working days of leave with pay per fiscal year.

29.9 Moving Leave

An Employee who relocates their household which necessitates the moving of furniture and effects during normal work hours and who has not already qualified previously within the past twelve (12) months shall be granted one (1) working day of leave with pay.

29.10 Union Business

- (a) Provided the operational efficiency of the Employer shall not in any case be disrupted, leave of absence shall be granted by the Employer to an Employee elected or requested to represent the Union at conventions, meetings, workshops, seminars, schools, or Union business. Such leave shall be without pay and without loss of seniority. If the request is denied, reasons shall be given in writing by the Employer.
- (b) Representatives of Union shall be granted time off without pay in order to participate in collective bargaining with the Employer or its bargaining agent.
- (c) Members of the Board of Directors of the Union shall be granted a leave of absence without pay to attend Union business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (d) The President of the Union shall be granted leave without pay as required to attend to Union business, provided reasonable notice is given. Where it

can be demonstrated that it is not operationally possible to grant the leave, it shall be denied.

- (e) Time off granted in accordance with Article 29.10 (a) and (b) shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen percent (15%) administration fee.

29.11 Annual Maximum for Paid Leaves

Notwithstanding the other provisions of this Article, the maximum cumulative entitlement in any fiscal year to special leave (i.e., Bereavement, Estate, Moving, Paternity and Wellness leaves) shall be twelve (12) days. Exceptions to the maximum cumulative entitlement shall be granted at the discretion of the Employer.

29.12 Protected Unpaid Leaves under the Employment Standards Code

The parties agree that an Employee who has been employed for at least ninety (90) days shall be entitled to the following:

- (a) **Compassionate Care Leave**
 - (i) Employees will be granted compassionate care leave, in accordance with the *Employment Standards Code*, for up to twenty-seven (27) weeks for the purpose of providing care or support to a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the medical certificate is issued, or the leave commenced, whichever is earlier.
 - (ii) Compassionate Care Leave will be granted without pay or benefits.
 - (iii) Where possible, an Employee shall apply for compassionate care leave at least two (2) weeks in advance of the commencement of the leave.
- (b) **Critical Illness Leave**
 - (i) Employees will be granted unpaid critical illness of child leave, in accordance with *Employment Standards Code*, for up to thirty-six (36) weeks, for the purpose of providing care or support to their critically ill or injured child.
 - (ii) Employees will be granted unpaid critical illness leave, in accordance with the *Employment Standards Code*, for up to sixteen (16) weeks, for the purpose of providing care or support to a qualified family member (other than a child).

(iii) Where possible, an employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave.

(c) Death Or Disappearance Of A Child Leave

Employees will be granted unpaid death or disappearance of child leave, in accordance with the *Employment Standards Code*, for a period of up to:

(i) fifty-two (52) weeks for Employees whose child has disappeared due to a crime; or

(ii) up to one hundred and four (104) weeks for Employees whose child died due to a crime.

(d) Citizenship Ceremony Leave

Employees will be granted a half ($\frac{1}{2}$) day of unpaid citizenship ceremony leave in accordance with the *Employment Standards Code*.

(e) Domestic Violence Leave

(i) An Employee who is a victim of domestic violence will be granted, in accordance with the *Employment Standards Code*, unpaid domestic violence leave of up to ten (10) days in a calendar year.

(ii) Personal information concerning domestic violence shall be kept confidential by the Employer.

(iii) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

(iv) An Employee may also access other applicable leaves of absence or banks such as sick leave, wellness leave, court appearance leave, or general leave without pay.

(f) Reservist Leave

(i) The parties agree that an Employee who has been employed for at least twenty-six (26) consecutive weeks shall be entitled to take Reservist Leave in accordance with the *Employment Standards Code*.

(ii) Where possible, an Employee shall apply for Reservist Leave at least four (4) weeks in advance of the commencement of the leave.

ARTICLE 30: INTERNAL LEARNING AND DEVELOPMENT

- 30.1 The parties to this Collective Agreement recognize the value of continuous learning and education for Employees and that the responsibility and success of this lies with both the Employer and Employee. For the purpose of this Article, internal learning and development includes: new hire orientation, acquisition and maintenance of essential skills, continuing education highlighting the Employer's core values and other programs which may be offered by the Employer.
- 30.2 The Employer reserves the right to identify specific learning and development opportunities as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable hourly rate of pay for attendance.

ARTICLE 31: DISCIPLINE AND DISCHARGE

- 31.1 Unsatisfactory conduct or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal for just cause may result in a written warning to the Employee with a copy to their personnel file.
- 31.2 An Employee who has been disciplined or dismissed shall receive from the Employer, in writing, the reason(s) for the discipline or dismissal, and a copy of the letter shall be faxed to the Union within two (2) working days of the disciplinary action. This Article does not apply to the termination of probationary Employees.
- 31.3 An Employee who has been subject to disciplinary action may, two (2) years from the date the disciplinary measure was initiated and provided the Employee has not been subject to any additional discipline since that date, request in writing that the record of that disciplinary action be removed from the Employee's personnel file. The Employer shall confirm in writing to the Employee that the record has been removed.
- 31.4 At the request of the Employee a Union representative may be present at any formal investigation, disciplinary or discharge meeting.
- 31.5 Any written documentation pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

ARTICLE 32: RESIGNATION AND TERMINATION

- 32.1 An Employee shall make every reasonable effort to provide the Employer twenty-eight (28) calendar days' notice of their resignation. At any point during this notice period, the Employer may elect to pay out the remainder of the notice period instead of requiring the Employee to work. This notice period may be waived for reasons that are acceptable to the Employer. Such waiver shall not be unreasonably denied.

- 32.2 If the required notice of resignation in Article 32.1 is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled within three (3) working days of their final day with the Employer.
- 32.3 If the required notice of resignation in Article 32.1 is not provided, the Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled in accordance with the timelines outlined in the *Employment Standards Code*.
- 32.4 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have resigned their position, unless, in the opinion of the Employer, such notification was not possible.

ARTICLE 33: OCCUPATIONAL HEALTH, SAFETY AND WELLNESS

- 33.1 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety, wellness and accident prevention. Required safety equipment, training, and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 33.2 Occupational Health, Safety and Wellness Committee
- (a) The Employer will establish an Occupational Health, Safety and Wellness Committee comprising representation of the Employer and Employees. The Committee will meet at least quarterly.
 - (b) The Occupational Health, Safety and Wellness Committee will have a Terms of Reference, which will be reviewed annually.
 - (c) The applicable Rate of Pay shall be paid to an Employee representative for time spent in preparation of, attendance at a meeting, and completing duties of this Committee. Any time to be used preparing for and /or completing the duties of this Committee must be pre-approved by the Employer and shall not be unreasonably denied.
 - (d) The Committee may consider any matters reasonably related to the occupational health and safety of Employees.
 - (e) The Occupational Health, Safety and Wellness Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
 - (f) If the Committee receives a written complaint regarding occupational health or safety, it shall meet within ten (10) days of receipt of the complaint.

33.3 Occupational Health and Safety Concerns

- (a) If an issue arises regarding occupational health or safety, the Employee shall seek to resolve the issue through the Employer's incident reporting process. The issue shall be investigated. An update on the investigation shall be provided to the Employee within fourteen (14) days. The results of the investigation shall be provided to the Employee and to the Occupational Health, Safety and Wellness Committee.
- (b) Should an issue not be resolved to the satisfaction of the Employee, the issue shall be referred to the Director of People and Culture or designate. The Director of People and Culture or designate shall reply in writing to the Employee within fourteen (14) calendar days.

33.4 Employer policies, plans and procedures related to Occupational Health and Safety shall be reviewed annually by the Committee.

ARTICLE 34: COURT LEAVE

34.1 In the event an Employee is required to appear before a court of law at the request of the Employer, or as a victim of a crime, the Employee shall:

- (a) suffer no loss of regular earnings for the scheduled shifts so missed;
- (b) be paid at their Basic Rate of Pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 11.

34.2 In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) they are called as a witness at the request of the Employer, or as a victim of a crime, they shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.

34.3 When an Employee is required by law to appear before a court of law for reasons other than those stated in 34.1(a) above, they shall be granted a leave of absence without pay.

ARTICLE 35: EVALUATIONS AND PERSONNEL FILES

35.1 The Parties to this Collective Agreement recognize the importance and value of regular conversations with Employees about their performance. The Employer is committed to regular performance conversations and at least once per year shall provide feedback in writing.

- 35.2 Written feedback prepared pursuant to Article 35.1 shall be placed on the Employee's personnel file, after discussion with the Employee.
- 35.3 By appointment made in writing at least one (1) working day in advance, an Employee may view their personnel file.
- 35.4 The Employee shall be given a copy of the requested documents from their file.

ARTICLE 36: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 36.1 The Parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the Employees and the Employer. This committee can be struck by either party at any time during the course of this Collective Agreement.
- 36.2 There shall be no loss of income for time spent by Employees at meetings of this committee.

ARTICLE 37: JOB DESCRIPTIONS

- 37.1 Copies of all in-scope job descriptions shall be made available to an Employee upon request.
- 37.2 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 38: GRIEVANCE PROCEDURE

38.1 Definition of Time Periods

- (a) For the purpose of this Article and Article 39: Grievance Arbitration, 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 Statutory and Named Holidays.
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

38.2 Resolution of a Difference between an Employee and the Employer

- (a) Formal Discussion
 - (i) If a difference arises between one 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. 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 38.2(a)(i), may be bypassed when the Employee has been given a letter of discipline pursuant to Article 31: Discipline and Discharge.
- (iii) In the event the difference is of a general nature affecting two (2) or more Employees, those so affected may have the Union, on their behalf, make written request to the Manager of Human Resources or designate, that the grievances be batched and dealt with as a group grievance commencing at 38.2(b)(ii). A request to batch such grievances will not be unreasonably denied.

(b) Grievance Procedure

(i) Step 1

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 Manager of Human Resources or designate, within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement has occurred. The decision of the Manager of Human Resources or designate, shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance.

(ii) Step 2

Within seven (7) days of receipt of the decision of the Manager of Human Resources or designate, the grievance may be advanced to 38.2 (b)(ii) by submitting to the Director of People and Culture or 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.

The Director of People and Culture or 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.

(i) Step 3

Should the grievance not be resolved at 38.2(b)(ii), the Union may, within ten (10) days of the receipt of the decision of the Director of People and Culture or designate, elect to submit the grievance to arbitration by providing written notice to the Employer and naming its appointee to the Arbitration Board at the same time. By mutual agreement in writing between the parties, a single Arbitrator may be appointed.

- (c) Neither the Employee nor a representative of the local unit of the Union 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.
- (d) An Employee shall be entitled to have a member of the local unit or any duly accredited officer employed by the Union present during any meeting pursuant to this grievance procedure.
- (e) A dismissal grievance shall commence at 38.2(b)(ii).
- (f) Time limits for filing a dismissal grievance shall be as stated in Article 38.2(b)(i).

38.3 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, which cannot be the subject to an individual or group grievance, the Union shall first attempt to resolve the difference through discussion with the Manager of Human Resources or designate, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Grievance Procedure

(i) Step 1

A policy grievance shall be submitted, in writing, to the Director of People and Culture or 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 Director of People and Culture or 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. The decision of the Director of People and Culture or designate, shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of the grievance.

(ii) Step 2

Should the Union elect to submit a policy grievance as defined herein for arbitration, it shall notify the Employer, in writing, within seven (7) days of the receipt of the decision of the Director of People and Culture or 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.

38.4 Default

Should the Employer or the Employee or Union 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.

38.5 Optional Mediation

At any time in the process, the parties may, upon the mutual agreement of the Employer and Union, elect to submit a grievance to mediation. In this case, by mutual agreement of the parties, they shall agree to the appointment of a sole mediator, whose costs and expenses shall be shared equally between the parties and whose authority to conduct mediation meetings shall be determined mutually between the mediator and the parties.

ARTICLE 39: GRIEVANCE ARBITRATION

39.1 Within seven (7) days following receipt of notification pursuant to Article 38.2(b)(iii) or 38.3(b)(ii) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointee shall, within seven (7) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they fail to agree, the Director of Mediation Services shall be requested to appoint a Chairperson, or a single arbitrator, pursuant to the *Code*.

39.2 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 Chairman 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*.

- 39.3 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.
- 39.4 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 40: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- 40.1 Notwithstanding the rest of the agreement, casual Employees shall be treated as follows:
- (a) Shift scheduling standards do not apply.
 - (b) Overtime is not payable solely because work is on a day of rest but only where the hours of work exceed the regular full-time hours of work.
 - (c) On call provisions do not apply.
 - (d) Vacation pay will be paid on the basis of six percent (6%) of the Basic Rate of Pay.
 - (e) Holiday pay will be paid on the basis of five percent (5%) of the Basic Rate of Pay.
 - (f) Paid sick leave is not available.
 - (g) Seniority does not accrue.
 - (h) The termination of a Casual Employee may be the subject of a grievance at Step 2 of Article 38 but may not be advanced to Step 3 of Article 38 or to arbitration pursuant to Article 39.
 - (i) Benefit and pension plans do not apply.
 - (j) Article 29: Leaves of Absence does not apply.
- 40.2 Notwithstanding the rest of the agreement, Temporary Employees shall be treated as follows:
- (a) Temporary Employees are eligible for paid sick leave after six (6) months of continuous employment with the Employer.

- (b) Temporary Employees will become eligible for benefits after three (3) months of continuous employment with the Employer.
- (c) Seniority does not accrue.
- (b) Leaves of absence are not available except for those required pursuant to the Employment Standards Code.
- (c) Reasonable notice of termination for temporary Employees is one (1) week. Notice of termination is not required if the job or role they were hired for is completed.
- (d) Vacation pay will be paid on the basis of six percent (6%) of the Basic Rate of Pay.
- (e) Holiday pay will be paid on the basis of five percent (5%) of the Basic Rate of Pay.
- (f) Pension plans do not apply.

40.3 Notwithstanding the rest of the agreement, but subject to Article 38.2, regular part-time Employees shall be treated as follows:

- (a) Part-time Employees who normally work twenty-one and three quarter (21.75) hours or more per week will be entitled to coverage under the benefit and pension plans as though they were full-time Employees.
- (b) Those who work more than two (2) hours but less than five (5) hours shall be granted one (1) rest period. Those who work five (5) hours or more but less than seven and one quarter (7 ¼) hours shall be granted, as scheduled by the Employer, thirty (30) minutes of rest. This may be taken in two (2) periods of fifteen (15) minutes.
- (c) The Basic rate of Pay will prevail for additional hours of work assigned to a Part-Time Employee beyond the Employee's scheduled hours, provided:
 - (i) the assignment is accepted;
 - (ii) the hours worked do not exceed seven and one quarter (7 ¼) hours per day;
 - (iii) the hours worked do not exceed thirty-six and one quarter (36.25) hours in a one (1) week period.
- (d) Sick leave entitlement and the maximum entitlement is pro-rated based on the regular hours of work.

- (e) Educational Leave and Wellness Leave entitlement is pro-rated based on the regular hours of work.
 - (f) The annual maximum for paid leaves is pro-rated based on the regular hours of work.
 - (g) For any given statutory holiday or additional named holiday, Part-time Employees will be paid holiday pay if, in at least 5 of the 9 weeks preceding the work week in which the statutory or additional named holiday occurs, the Employee worked on the same day of the week as the day on which the statutory or additional named holiday falls. If a Part-Time Employee is required to work on a statutory holiday or named holiday, the Employee will be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on the statutory holiday or named holiday.
 - (h) Vacation with pay is pro-rated based on the regular hours of work.
- 40.4 A temporary or casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during their period of employment, provided that not more than six (6) months have elapsed since they last worked for the Employer:
- (a) salary increments and hours to be added toward the next increment;
 - (b) vacation entitlements;
 - (c) seniority conversion shall be calculated as follows:
 - (i) for temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit;
 - (ii) for casual Employees whose status change to regular or temporary, the "seniority date" shall be established by dividing their continuous hours earned since the Employee started performing in scope work by the normal annual hours of the newly acquired position and converting the results to a seniority date.

ARTICLE 41: EMPLOYMENT STANDARDS CODE

- 41.1 Should any provision of this Collective Agreement be found to give lesser rights or entitlements than provided for under the *Employment Standards Code*, then it will be deemed that the requirements of *Employment Standards Code* must be met.

ARTICLE 42: MODIFIED WORK DAY

- 42.1 Where the Parties to this Collective Agreement agree to implement a system employing a modified work day, they shall evidence such agreement by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time to time by agreement of the Parties.
- 42.2 The Employer agrees to provide the Union with a list of all positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.
- 42.3 Any agreement made pursuant to Article 42.1 may be terminated by either Party to this Collective Agreement providing to the other Party eight (8) weeks' notice in writing of such intent.
- 42.4 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when a modified work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the Parties.

42.5 Hours of Work

Amend Article 10.1 to read:

- (a) Regular hours of work for a Full-time Employee, exclusive of meal periods, shall:
 - (i) not exceed nine (9) consecutive hours per day and shall not exceed thirty-six and one quarter (36.25) hours in a one (1) week period.

Amend Article 10.3 to read:

- (a) Regular hours of work shall include paid rest periods as scheduled by the Employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of not less than thirty (30) minutes.
- (b) Total time in minutes of paid rest periods shall be calculated in the following manner:

$$\frac{\text{Full length of Shift} \times 0.5 \times 60}{7.25}$$

APPENDIX A

SALARY GRID

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Addictions Counsellor								
April 1, 2021 (1%)	\$35.52	\$36.89	\$38.24	\$39.64	\$41.00	\$42.35	\$43.72	\$45.02
April 1, 2022 (Adjustment)	\$38.35	\$39.82	\$41.28	\$42.80	\$44.26	\$45.72	\$47.21	\$48.60
April 1, 2023 (1.25%)	\$38.83	\$40.32	\$41.80	\$43.34	\$44.81	\$46.29	\$47.80	\$49.21
April 1, 2024 (1.50%)	\$39.41	\$40.93	\$42.43	\$43.99	\$45.49	\$46.99	\$48.51	\$49.95
April 1, 2025 (2.00%)	\$40.20	\$41.74	\$43.28	\$44.86	\$46.40	\$47.93	\$49.48	\$50.95
Administrative Support I								
April 1, 2021 (1%)	\$17.03	\$17.59	\$17.75	\$17.94	\$18.11	\$18.28	\$18.45	
April 1, 2022 (Adjustment)	\$18.64	\$19.43	\$20.22	\$20.95	\$21.77	\$22.54	\$23.31	
April 1, 2023 (1.25%)	\$18.87	\$19.68	\$20.47	\$21.21	\$22.04	\$22.83	\$23.60	
April 1, 2024 (1.50%)	\$19.15	\$19.97	\$20.78	\$21.53	\$22.37	\$23.17	\$23.95	
April 1, 2025 (2.00%)	\$19.54	\$20.37	\$21.19	\$21.96	\$22.82	\$23.63	\$24.43	
Administrative Support II								
April 1, 2021 (1%)	\$18.45	\$19.24	\$20.02	\$20.75	\$21.55	\$22.32	\$23.08	
April 1, 2022 (Adjustment)	\$22.27	\$22.94	\$23.60	\$24.27	\$24.94	\$25.60	\$26.31	
April 1, 2023 (1.25%)	\$22.55	\$23.22	\$23.90	\$24.57	\$25.25	\$25.92	\$26.64	
April 1, 2024 (1.50%)	\$22.89	\$23.57	\$24.26	\$24.94	\$25.63	\$26.31	\$27.04	
April 1, 2025 (2.00%)	\$23.34	\$24.04	\$24.74	\$25.44	\$26.14	\$26.84	\$27.58	
Administrative Support III								
April 1, 2021 (1%)	\$23.08	\$23.48	\$23.87	\$24.26	\$24.68	\$25.08	\$25.49	
April 1, 2022 (Adjustment)	\$25.33	\$25.84	\$26.34	\$26.85	\$27.35	\$27.86	\$28.36	
April 1, 2023 (1.25%)	\$25.65	\$26.16	\$26.67	\$27.18	\$27.69	\$28.20	\$28.72	
April 1, 2024 (1.50%)	\$26.03	\$26.55	\$27.07	\$27.59	\$28.11	\$28.63	\$29.15	
April 1, 2025 (2.00%)	\$26.55	\$27.08	\$27.61	\$28.14	\$28.67	\$29.20	\$29.73	
Assistant								
	<i>Previously Research Assistant, Recreation Assistant, Therapist Assistant, Psychologist Assistant</i>							
April 1, 2021 (1%)	\$24.47	\$25.38	\$26.36	\$27.36	\$28.40	\$29.62	\$30.82	
April 1, 2022 (Adjustment)	\$26.42	\$27.40	\$28.46	\$29.54	\$30.66	\$31.98	\$33.27	
April 1, 2023 (1.25%)	\$26.75	\$27.75	\$28.82	\$29.91	\$31.05	\$32.38	\$33.69	
April 1, 2024 (1.50%)	\$27.15	\$28.16	\$29.25	\$30.36	\$31.51	\$32.87	\$34.19	
April 1, 2025 (2.00%)	\$27.70	\$28.73	\$29.83	\$30.97	\$32.14	\$33.53	\$34.87	

Child Care Counsellor

April 1, 2021 (1%)	\$24.47	\$25.38	\$26.36	\$27.36	\$28.40	\$29.62	\$30.82	
April 1, 2022 (Adjustment)	\$27.32	\$28.44	\$29.56	\$30.68	\$31.80	\$32.93	\$34.05	\$35.17
April 1, 2023 (1.25%)	\$27.66	\$28.80	\$29.93	\$31.07	\$32.20	\$33.34	\$34.47	\$35.61
April 1, 2024 (1.50%)	\$28.08	\$29.23	\$30.38	\$31.53	\$32.69	\$33.84	\$34.99	\$36.14
April 1, 2025 (2.00%)	\$28.64	\$29.81	\$30.99	\$32.16	\$33.34	\$34.51	\$35.69	\$36.86

Classroom Behaviour Specialist**Therapy Support Navigator***Previously Clinical Support Worker*

April 1, 2021 (1%)	\$26.55	\$27.46	\$28.44	\$29.44	\$30.48	\$31.70	\$32.90	
April 1, 2022 (Adjustment)	\$32.36	\$33.42	\$34.48	\$35.54	\$36.60	\$37.66	\$38.72	\$39.78
April 1, 2023 (1.25%)	\$32.76	\$33.84	\$34.91	\$35.99	\$37.06	\$38.13	\$39.21	\$40.28
April 1, 2024 (1.50%)	\$33.26	\$34.35	\$35.44	\$36.53	\$37.62	\$38.71	\$39.80	\$40.89
April 1, 2025 (2.00%)	\$33.92	\$35.03	\$36.14	\$37.26	\$38.37	\$39.48	\$40.59	\$41.70

Cook I*Previously Kitchen Assistant*

April 1, 2021 (1%)	\$15.75	\$16.95	\$18.08					
April 1, 2022 (Adjustment)	\$22.99	\$24.11	\$25.23					
April 1, 2023 (1.25%)	\$23.27	\$24.41	\$25.55					
April 1, 2024 (1.50%)	\$23.62	\$24.78	\$25.93					
April 1, 2025 (2.00%)	\$24.10	\$25.27	\$26.45					

Cook II

April 1, 2021 (1%)	\$20.14	\$21.27	\$22.40					
April 1, 2022 (Adjustment)	\$25.76	\$27.05	\$28.33					
April 1, 2023 (1.25%)	\$26.08	\$27.39	\$28.68					
April 1, 2024 (1.50%)	\$26.47	\$27.80	\$29.11					
April 1, 2025 (2.00%)	\$27.00	\$28.35	\$29.70					

Coordinator*Previously Transition Coordinator, Clinical Care Coordinator, Recreation Coordinator, Systems Support*

April 1, 2021 (1%)	\$26.55	\$27.46	\$28.44	\$29.44	\$30.48	\$31.70	\$32.90	
April 1, 2022 (Adjustment)	\$28.67	\$29.65	\$30.71	\$31.79	\$32.91	\$34.23	\$35.52	
April 1, 2023 (1.25%)	\$29.03	\$30.02	\$31.09	\$32.18	\$33.32	\$34.66	\$35.96	
April 1, 2024 (1.50%)	\$29.46	\$30.47	\$31.56	\$32.67	\$33.82	\$35.18	\$36.50	
April 1, 2025 (2.00%)	\$30.05	\$31.08	\$32.19	\$33.32	\$34.50	\$35.88	\$37.23	

Evaluation and Data Analyst *Previously Research Officer*

April 1, 2021 (1%)	\$29.29	\$30.66	\$32.02	\$33.39	\$34.73	\$36.14	\$37.57	
April 1, 2022 (Adjustment)	\$33.38	\$34.85	\$36.31	\$37.77	\$39.24	\$40.70	\$42.17	\$43.63
April 1, 2023 (1.25%)	\$33.80	\$35.28	\$36.76	\$38.25	\$39.73	\$41.21	\$42.69	\$44.18
April 1, 2024 (1.50%)	\$34.30	\$35.81	\$37.31	\$38.82	\$40.32	\$41.83	\$43.34	\$44.84
April 1, 2025 (2.00%)	\$34.99	\$36.53	\$38.06	\$39.60	\$41.13	\$42.67	\$44.20	\$45.74

IT Network Administrator

February 16, 2022 (1%)	\$34.37	\$35.57	\$36.82	\$38.11	\$39.44	\$40.82	\$42.25
April 1, 2022 (Adjustment)	\$37.11	\$38.40	\$39.75	\$41.15	\$42.58	\$44.07	\$45.62
April 1, 2023 (1.25%)	\$37.57	\$38.88	\$40.25	\$41.66	\$43.11	\$44.62	\$46.19
April 1, 2024 (1.50%)	\$38.14	\$39.47	\$40.85	\$42.28	\$43.76	\$45.29	\$46.88
April 1, 2025 (2.00%)	\$38.90	\$40.26	\$41.67	\$43.13	\$44.64	\$46.20	\$47.82

Licensed Practical Nurse

April 1, 2021 (1%)	\$24.47	\$25.38	\$26.36	\$27.36	\$28.40	\$29.62	\$30.82
April 1, 2022 (Adjustment)	\$29.31	\$30.50	\$31.69	\$32.89	\$34.08	\$35.27	\$36.46
April 1, 2023 (1.25%)	\$29.68	\$30.88	\$32.09	\$33.30	\$34.50	\$35.71	\$36.92
April 1, 2024 (1.50%)	\$30.12	\$31.35	\$32.57	\$33.80	\$35.02	\$36.25	\$37.47
April 1, 2025 (2.00%)	\$30.72	\$31.97	\$33.22	\$34.47	\$35.72	\$36.97	\$38.22

Mental Health Therapist *Previously Psychologist, Social Worker, Occupational Therapist*

April 1, 2021 (1%)	\$38.91	\$40.35	\$41.77	\$43.35	\$44.92	\$46.51	\$49.40	\$49.92
April 1, 2022 (Adjustment)	\$42.00	\$43.56	\$45.10	\$46.80	\$48.50	\$50.22	\$53.33	\$53.90
April 1, 2023 (1.25%)	\$42.53	\$44.11	\$45.66	\$47.39	\$49.11	\$50.84	\$54.00	\$54.57
April 1, 2024 (1.50%)	\$43.17	\$44.77	\$46.35	\$48.10	\$49.85	\$51.61	\$54.81	\$55.39
April 1, 2025 (2.00%)	\$44.03	\$45.67	\$47.28	\$49.06	\$50.84	\$52.64	\$55.91	\$56.50

Mental Health Consultant

April 1, 2021 (1%)	\$40.98	\$42.41	\$43.84	\$45.42	\$47.01	\$48.61	\$51.46	\$52.00
April 1, 2022 (Adjustment)	\$44.24	\$45.79	\$47.34	\$49.04	\$50.75	\$52.48	\$55.56	\$56.15
April 1, 2023 (1.25%)	\$44.79	\$46.36	\$47.93	\$49.65	\$51.38	\$53.14	\$56.25	\$56.85
April 1, 2024 (1.50%)	\$45.46	\$47.06	\$48.65	\$50.40	\$52.15	\$53.94	\$57.10	\$57.70
April 1, 2025 (2.00%)	\$46.37	\$48.00	\$49.62	\$51.40	\$53.20	\$55.02	\$58.24	\$58.86

Occupational Therapist (New)

April 1, 2022 (New)	\$37.47	\$38.93	\$40.38	\$41.83	\$43.29	\$44.74	\$46.20	\$47.65
April 1, 2023 (1.25%)	\$37.94	\$39.41	\$40.88	\$42.36	\$43.83	\$45.30	\$46.77	\$48.25
April 1, 2024 (1.50%)	\$38.51	\$40.00	\$41.50	\$42.99	\$44.49	\$45.98	\$47.48	\$48.97
April 1, 2025 (2.00%)	\$39.28	\$40.80	\$42.33	\$43.85	\$45.38	\$46.90	\$48.43	\$49.95

Registered Nurse**Registered Psychiatric Nurse**

April 1, 2021 (1%)	\$35.52	\$36.89	\$38.24	\$39.64	\$41.00	\$42.35	\$43.72	\$45.02
April 1, 2022 (Adjustment)	\$38.43	\$40.17	\$41.90	\$43.64	\$45.38	\$47.12	\$48.85	\$50.59
April 1, 2023 (1.25%)	\$38.91	\$40.67	\$42.43	\$44.19	\$45.95	\$47.71	\$49.46	\$51.22
April 1, 2024 (1.50%)	\$39.49	\$41.28	\$43.07	\$44.85	\$46.64	\$48.42	\$50.21	\$51.99
April 1, 2025 (2.00%)	\$40.28	\$42.11	\$43.93	\$45.75	\$47.57	\$49.39	\$51.21	\$53.03

Speech Language Pathologist

April 1, 2021 (1%)	\$38.91	\$40.35	\$41.77	\$43.35	\$44.92	\$46.51	\$49.40	\$49.92
April 1, 2022 (Adjustment)	\$41.92	\$43.65	\$45.39	\$47.13	\$48.86	\$50.60	\$52.34	\$54.58
April 1, 2023 (1.25%)	\$42.44	\$44.20	\$45.96	\$47.72	\$49.47	\$51.23	\$52.99	\$55.26
April 1, 2024 (1.50%)	\$43.08	\$44.86	\$46.65	\$48.43	\$50.22	\$52.00	\$53.79	\$56.09
April 1, 2025 (2.00%)	\$43.94	\$45.76	\$47.58	\$49.40	\$51.22	\$53.04	\$54.86	\$57.21

The intention of the April 1, 2022, wage rate adjustment (reduction in annual hours and corresponding wage rate adjustment) is to ensure all Employees at least remain whole in total compensation that they would have earned between April 1, 2022 and March 31, 2023, had the wage rate adjustment and reduction in hours not occurred. Should there be a discrepancy in the Employee's total compensation, the Employer agrees to correct such discrepancy and ensure the Employee is compensated as per the intention.

APPENDIX B

EDUCATIONAL ALLOWANCE

For the purpose of establishing the Employee's rate of pay, the Employer recognizes diploma and degrees relevant to the position held by the Employee offered by bona fide post-secondary educational institutions. Diplomas and degrees are recognized only beyond the point of entry requirements.

	Hourly Allowance
Active registration in AARN plus diploma in psychiatric nursing (or vice versa)	\$0.40
Certification by Child and Youth Care Association of Alberta	\$0.40
Other relevant diplomas or certificates	\$0.40
Bachelor's degree	\$0.75
Master's Degree	\$1.00
Ph.D	\$1.25

The minimum educational requirement for an Employee hired into a Child Care Counselor position is recognized to be a two year diploma in a relevant area of study. Any Employee hired into that position with a relevant higher level of education will be recognized using the appropriate Educational Allowance.

Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications obtained.

Allowances for education shall be paid effective the pay period following the date the Employee provides proof of qualifications.

APPENDIX C

Benefits	Employee Portion of the Premium	Employer Portion of the Premium
Life Insurance	25%	75%
Dependent Life (if applicable)	100%	
Accidental Death and Dismemberment	25%	75%
Short Term Disability Plan	100%	
Long Term Disability Plan	100%	
Dental Insurance		100%
Extended Health Care		100%
Optional Life	100%	

LETTER OF UNDERSTANDING #1

BETWEEN:

CASA MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as Union)

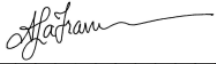
RE: COMMITTEE ON HEALTH BENEFITS

It is agreed by the parties that:

1. When the Parties determine that a full review of the employee benefit plans referenced in Article 22: Employee Benefits Plan is necessary, the parties agree to establish a Committee to conduct the review which will include equal representation from in scope and out of scope Employees of CASA.
2. The purpose of the Committee will be to discuss the terms of the health benefit plan and the administration of the health benefit plan with a view to increasing the efficiency and effectiveness of the plan.
3. The Committee's review of health benefits will give consideration to the following factors: ensuring any recommended changes are cost neutral, flexibility, tax effectiveness, service, competitiveness and administration.
4. The Committee shall have the authority to:
 - Review, gather and share information and encourage discussions which result in improved understanding of all parties regarding health benefits;
 - Make recommendations to the Employer regarding current and other benefit requirements in terms of plan design, services, programs and structure.
5. If the Committee makes recommendations that require amendment to the Collective Agreement and those recommendations are accepted by the Employer, the parties agree to re-open the agreement to make necessary amendments, subject to ratification.

6. Should the Employer decide to undertake a review of a portion of the employee benefits plan, the Employer agrees to consult with the Union.

ON BEHALF OF CASA MENTAL
HEALTH



DATE: October 24, 2022

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF ALBERTA



DATE: October 26, 2022

LETTER OF UNDERSTANDING #2

BETWEEN:

CASA MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as Union)

RE: FLEXIBLE SPENDING ACCOUNT (FSA)

1. Eligibility
 - (a) A Flexible Spending Account (FSA) shall be implemented for all Regular Full-Time and Part-Time Employees upon those Employees being eligible for benefits. Eligible Employees will remain entitled to access the FSA as long as they remain eligible for benefits.
 - (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTEs).
 - (c) An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment again with the Employer shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.
 - (d) Employees who are laid off after January 1st in the year in which the funds are available, shall have their FSA maintained should they be recalled. The Employee will not be able to access the fund during the layoff. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.
 - (e) An Employee who commences maternity/parental or other unpaid leave and suspends participation in the benefit plan for the duration of the leave after January 1st in the year in which the funds are available shall have their FSA maintained upon return to work. The Employee will not be able to access the fund during the unpaid leave while benefits are suspended. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

2. Calculation

The FSA will be calculated as follows:

- (a) Seven hundred and fifty dollars (\$750) to be allocated to each eligible Full-Time Employee prorated for each eligible Part-time based on their FTE as of November 1st (eligibility date) of each year.

3. Utilization

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals;
 - (iv) books or publications; and
 - (v) software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) 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 22: Employee Benefit Plans.
- (d) Contribution to a Registered Retirement Savings Plan (RRSP).
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Vision and prescription eyewear costs.

4. Allocation

- (a) By December 1st (allocation date) of each year, Employees who are eligible for the FSA must set out, in writing, how they wish to divide their FSA among the categories described in paragraph 3 above for the subsequent calendar year.
- (b) Any portion of an Employee's FSA which is not allocated to a category as of December 31st of each calendar year may be carried forward for a

maximum of one (1) calendar year.

- (c) Reimbursement will be provided by the Employer or insurer upon submission of an original receipt.

5. Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

ON BEHALF OF CASA MENTAL
HEALTH



DATE: October 24, 2022

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA



DATE: October 26, 2022

LETTER OF UNDERSTANDING #3

BETWEEN:

CASA MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as Union)

RE: MULTI-SITE POSITIONS

1. The Employer has the right to create Multi-Site Positions, subject to the following:
 - (a) Multi-Site Positions will be structured to work in no more than four (4) sites and the sites must be within fifty (50) kilometres of one another;
 - (b) Postings for Multi-Site Positions will indicate that the position is Multi-Site and will identify the sites.

2. When a Multi-Site Position has been established, the following provisions shall apply:
 - (a) Kilometres and time shall be paid in accordance with Article 18: Travel Expenses and the CASA Travel and Subsistence Policies for all travel on Employer authorized business during the course of a shift.
 - (b) Time spent traveling to the multi-site location at the start of the day, or returning from the multi-site location at the end of the day, is on the Employee's own time and neither time nor kilometres will be paid.

ON BEHALF OF CASA MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA



DATE: October 24, 2022

DATE: October 26, 2022

LETTER OF UNDERSTANDING #4

BETWEEN

CASA MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as Association Union)

RE: CHRISTMAS CLOSURES

1. The Union and the Employer agree that the Employer will close all operations, for a period of two work days during the Christmas period each year (“Christmas Closure”). The Employer will notify the Union and Employees of the dates of the Christmas Closure by February 28 of each year.
2. Employees will not be paid for the Christmas Closure and Article 10.2 does not apply to the Christmas Closure, however, employees will have the option of using vacation hours, accumulated statutory or named holidays or accumulated flex hours for the hours affected by the Christmas Closure. Further the parties agree that the Christmas Closure are not a layoff under Article 27.
3. The Christmas Closure will not affect the overall FTE of any employee. For example, an Employee who is a 1.0 FTE will remain a 1.0 FTE for all purposes.
4. Article 14.4(a) of the Collective Agreement is revised to read as follows:

“Year of Experience” shall mean a minimum of one thousand eight hundred and seventy-seven point seven five (1877.75) hours of work for those Employees working a seven and one-quarter (7 ¼) hour day. Initial placement on the salary scale will be in accordance with the number of complete years of applicable experience.
5. The Parties agree that the following entitlements will not be affected by the Christmas Closure including but not limited to:
 - a) vacation accrual entitlement pursuant to Article 19;
 - b) vacation pay percentage pursuant to Articles 40.1, 40.2 and 40.3;
 - c) holiday pay percentage pursuant to Articles 40.1, 40.2 and 40.3;
 - d) Statutory and named holiday’s entitlement pursuant to Article 20;

- e) Sick leave accrual entitlement pursuant to Article 21; and
- f) Benefits and pension entitlements as per article 40.3(a).

ON BEHALF OF CASA MENTAL
HEALTH



DATE: October 24, 2022

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA



DATE: October 26, 2022

LETTER OF UNDERSTANDING #5

BETWEEN:

CASA MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as Union)

RE: HYBRID WORK ARRANGEMENT

1. The Employer may designate certain positions as eligible for a Hybrid Work Arrangement. An Employee may request a Hybrid Work Arrangement. In the event the request is denied by the Employer, reasons will be provided in writing.
2. Definitions
 - (a) "Hybrid Work Arrangement" is an arrangement where an Employee alternates their time between a Designated Site and an approved Remote Site. An Employee in a Hybrid Work Arrangement is regularly scheduled to work at an approved Remote Site and their Designated Site.
 - (b) "Remote Site" shall mean any location that is not owned, operated, or affiliated with the Employer and from which an Employee is approved to work pursuant to a Hybrid Work Arrangement.
 - (c) "Designated Site" shall mean the location owned, operated or affiliated with the Employer from which an Employee is designated to work pursuant to a Hybrid Work Arrangement.
3. At minimum, each Hybrid Work Arrangement Agreement will contain the following:
 - (a) A summary of all responsibilities and performance expectations
 - (b) Expected hours of work
 - (c) Employee's Designated Site
 - (d) Employee's Remote Site
4. Employees working pursuant to a Hybrid Work Arrangement shall be treated as follows:
 - (a) The Employer may terminate the Hybrid Work Arrangement by providing a minimum of thirty (30) calendar days written notice to the Employee except when an agreement is being terminated for a performance issue.

- (b) An Employee shall not be entitled to shift and/or weekend differential except when scheduled by the Employer to work during hours that qualify for shift and/or weekend differential.
 - (c) An Employee shall not be entitled to overtime pay except when directed by the Employer to work in excess of the normal hours of work as defined in Article 10: Hours of Work of the Collective Agreement.
 - (d) An Employee shall not be entitled to claim travel expenses for travel to and from their Remote and Designated Sites.
 - (e) An Employee is responsible for adhering to all of the Employer's policies and procedures (other than as modified by this Letter of Understanding).
5. For Employees holding positions pursuant to Letter of Understanding #4 Multi-Site Positions, the following shall apply:
 - (a) Where an Employee starts their day at the approved Remote Site, travel time and kilometre reimbursement for incurred travel shall be as if they had started their day at their Designated Site;
 - (b) Time spent travelling to the Remote Site at the end of the day from the last multi-site location is on the Employee's own time and neither time nor kilometres will be paid; and
 - (c) For other travel between Employer owned or operated sites, Employees are eligible to claim mileage per Article 18: Travel Expenses.
 6. The Employer may visit the Remote Site for business and inspection purposes; however, the Employee will receive twenty-four (24) hours' notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours, except in cases of emergency.
 7. The Employee shall report all of their absences from work to their immediate supervisor or designate.
 8. It is understood that an Employee working pursuant to a Hybrid Work Arrangement will have in place appropriate care for dependents during hours of work.

ON BEHALF OF CASA MENTAL
HEALTH



DATE: October 24, 2022

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF ALBERTA



DATE: October 26, 2022

LETTER OF UNDERSTANDING #6

BETWEEN:

CASA MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as Union)

RE: IMPLEMENTATION OF RETROACTIVE PAY AND REDUCTION OF ANNUAL HOURS

The Parties agree that the new hours of work, thirty-six and one quarter (36.25) hours per week and seven and one quarter (7 ¼) hours per day, will be implemented on December 5, 2022 for Employees at CASA House.

For all other CASA Employees, the new hours of work as described above will be implemented on October 10, 2022.

The Parties agree that Employees will be paid at the April 1, 2022 adjusted rate for all hours worked between April 1, 2022 and the above implementation dates.

ON BEHALF OF CASA MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA



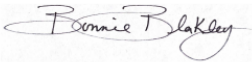
DATE: October 24, 2022

DATE: October 26, 2022

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

ON BEHALF OF CASA
MENTAL HEALTH

ON BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA



Date: October 24, 2022

Date: October 26, 2022