

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING:

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

-AND-

**CASA CHILD, ADOLESCENT AND FAMILY MENTAL
HEALTH
(Hereinafter referred to as the “Employer”)
Covering All Employees**

FOR THE PERIOD

APRIL 1, 2019 TO MARCH 31, 2022

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PREAMBLE

The Parties agree that their primary purpose is to advance the mental health of infants, children and adolescents through family-centered clinical services, education, research and advocacy and believe this purpose can be achieved most readily when harmonious relationships exist between CASA and its Employees.

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, 2022 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 the Hours of Work Article of this Collective Agreement;
 - (ii) “Part-time Employee” is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article and normally equal or exceed fifteen (15) 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 fifteen (15) 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 in the feminine gender applies also in the masculine gender and vice versa, and one word used in 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 Child, Adolescent and family Mental Health who has been appointed by the Union to advocate for and represent the interests of their fellow Employees.

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 Union representative or Steward shall be supplied in writing to the Employer before they are recognized as the Union representative or Steward. The representative of the Union 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 at such leave, shall first be obtained from the supervisor. Union 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 Union representative from the site at which the presentation is being held or the Union LRO.
- 3.9 Subject to operational requirements, time off granted in accordance with Article 29.10(a)(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.

ARTICLE 4: COPIES OF COLLECTIVE AGREEMENT

- 4.1 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 4.2 The cost of printing the Collective Agreement shall be shared equally between the parties. Printing will be in a mutually agreed manner and format.

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. If, in the opinion of the Employer, the Employee's performance is found to be unsatisfactory, the employment relationship may be terminated by the Employer without notice or recourse to the grievance procedure.
- 9.2 An Employee who has completed their probationary period and has remained employed shall not subsequently be placed on probation.
- 9.3 By mutual agreement in writing between Union and the Employer, the probationary period may be extended by three (3) months. During the extended probationary period, the employment relationship may be terminated by the Employer without notice or recourse to the grievance procedure.
- 9.4 The Employer will notify the Employee in writing of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period.

ARTICLE 10: HOURS OF WORK

- 10.1 Regular hours of work for a Full-time Employee, exclusive of meal periods, shall be seven and three-quarter (7 3/4) hours per day and shall not exceed thirty-eight and three-quarter (38 3/4) 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 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, 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 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 three quarters (7 3/4) 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 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 four (4) 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 48 hours notice to a Full-time Employee, then the following options will be available to the Employee, at the discretion of the Employer:

 - (i) 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 the Hours of Work article or any hours worked on days of rest.
- 12.2 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 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 two thousand and twenty three (2,023) hours of work for those Employees working a seven and three-quarter (7 3/4) 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.

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-three cents (\$0.53) 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) fifteen (15) working days (116.25 hours) of vacation effective at the end of the first (1st) year of employment up to and including the end of the second (2nd) year of employment;
 - (b) twenty (20) working days (155 hours) of vacation effective at the end of the third (3rd) to the ninth (9th) years of employment;
 - (c) twenty-five (25) working days (193.75 hours) of vacation effective at the end of the tenth (10th) to the nineteenth (19th) years of employment;
 - (d) thirty (30) working days (232.50 hours) of vacation effective at the end of the twentieth (20th) year of employment and each subsequent year thereafter.
- 19.3 (a) Upon their 25th anniversary of continuous employment with the Employer, a full time or regular part time Employee will be granted 5 supplemental days (38.75 hours) of vacation to be taken within the following 12 months (pro-rated for FTE over the previous twelve (12) months of employment).
- (b) Upon their 30th anniversary of continuous employment with the Employer, a full time or regular part time Employee will be granted 5 supplemental days (38.75 hours) of vacation to be taken within the following 12 months (pro-rated for FTE over the previous twelve (12) months of employment).
- 19.4 For the purposes of calculating an Employee's date of employment:
- (a) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month; or
 - (b) in the case of an Employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.
- 19.5 An Employee may request 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.
- 19.6 Upon the request of an Employee, earned vacation credits may be divided into more than one (1) vacation period if approved by the Employer. Vacation credits may only be carried over to a subsequent year with the written approval of the Human Resources Representative.
- 19.7 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) 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) 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

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

(c) 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.

(d) 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.

20.2 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 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. 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 distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan. A copy of each policy and all changes thereto shall be provided by the Employer to the Union. 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 Seniority lists shall be posted at worksites annually. 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 and part-time positions shall be posted not less than eight (8) 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) qualification required;
- (iii) status of position and expected term of a temporary position;
- (iv) expected hours of work; and
- (v) salary range.

(c) When vacancies within the bargaining unit are filled, management will give priority to inside applicants if, in their bona fide opinion, candidates are otherwise relatively equal.

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 bona fide adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.

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 and where these attributes are, in the bona fide opinion of the Employer, relatively equal, seniority in the classification 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 in the bona fide opinion of 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 by telephone and, if such is not possible, by registered mail sent to the Employee's last known place of residence. The notified Employee will advise the Employer whether they will accept the recall as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered. If the notified Employee does not accept the offer of recall and report to work in accordance with the offered recall, the Employee will be deemed to have resigned their employment.

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 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:**

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) Bereavement leave with pay of five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. "Immediate family" of the Employee is defined as spouse or any of the following relations of an Employee or spouse: parent, child, grandchild, grandparent, brother, sister, niece, nephew, uncle, aunt, step-relatives (in these 10 categories), fiancé or guardian. "Spouse" to include a man or woman who resides with the Employee and who was held out publicly as their spouse for a period of at least one (1) year before the death.
- (b) With respect to all other family members who are included in the definition of "family member" pursuant to the *Employment Standards Code*, the Employee shall be granted three (3) days of unpaid leave.
- (c) Bereavement leave granted pursuant to 29.4(a) shall, on application, be extended by three (3) additional days with pay if travel is necessary.
- (d) In the event of the death of another relative or friend, the Employer shall grant time off with pay to attend the funeral service. The maximum annual entitlement in a fiscal year is one-half (1/2) day.
- (e) The Employer may approve reinstatement of up to five (5) days vacation if there is a death in the Employee's immediate family while the Employee is on vacation.

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.

Parental Leave

- (c) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted 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

- (d) 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.
- (e) 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.

29.6 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.

29.7 **Paternity Leave:**

Paternity leave of three (3) working day 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 their child.

29.8 Personal Leave

- (a) Each employee will be entitled to twenty-three point twenty-five (23.25) hours of Personal Leave Days each fiscal year. These hours are for the purpose of attending to personal matters and family responsibilities, including, attending appointments with family members. Employees will request these hours, in writing, as far in advance as possible.
- (b) Personal Leave shall be extended by seven point seventy-five hours (7.75) with pay in the case of a family illness if travel is necessary.
- (c) Employees shall have the ability to request Personal Leave Days in hourly increments and such requests will not be unreasonably denied.
- (d) Any Personal Leave Days not used by March 31st of each year shall not be carried over or paid out on termination of employment.
- (e) New employees hired after January 1st of each year shall not receive Personal Leave Days until April 1st of the following year.

29.9 Estate and Moving Leave:

- (a) 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.
- (b) 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, Funeral, Estate, Moving, Paternity and Personal leaves) shall be twelve (12) days. Exceptions to the maximum cumulative entitlement shall be granted at the discretion of the Employer.

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

Compassionate Care Leave

- (a) 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.
- (b) Compassionate Care Leave will be granted without pay or benefits.
- (c) Where possible, an Employee shall apply for compassionate care leave at least two (2) weeks in advance of the commencement of the leave.

Critical Illness Leave

- (a) 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.
- (b) 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).

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

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:

- (a) fifty-two (52) weeks for Employees whose child has disappeared due to a crime; or
- (b) up to one hundred and four (104) weeks for Employees whose child died due to a crime.

Citizenship Ceremony leave

Employees will be granted ½ day of unpaid citizenship ceremony leave in accordance with the *Employment Standards Code*.

Domestic Violence Leave

- (a) 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.
- (b) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (c) 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.

29.13 Reservist Leave

- (a) The parties agree that an Employee who has been employed for at least 26 consecutive weeks shall be entitled to take Reservist Leave in accordance with the *Employment Standards Code*.
- (b) Where possible, an Employee shall apply for Reservist Leave at least four (4) weeks in advance of the commencement of the leave.

ARTICLE 30: IN-SERVICE PROGRAMS

- 30.1 The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- 30.2 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable 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 thirty (30) 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 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 the day on which they terminated their employment providing notice has been received in accordance with Article 32.1, unless the Employee chooses to have payment made on the next scheduled pay day following the date of termination of employment.

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 The Employer will establish an Occupational Health, Safety and Wellness Committee(s) comprising representation of the Employer and Employees. This Committee will meet at least quarterly. The chairing of the meetings shall alternate between an employer co-chair and a worker co-chair. The worker co-chair shall be elected by the employee representatives of the committee.
- 33.3 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. Such time shall not be unreasonably denied.
- 33.4 The Committee may consider any matters reasonably related to the occupational health and safety of Employees.
- 33.5 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.

- 33.6 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 14 days. The results of the investigation shall be provided to the Employee and to the Occupational Health, Safety and Wellness Committee.
- 33.7 Should an issue not be resolved to the satisfaction of the Employee, the issue shall be referred to the CEO or designate. The CEO or designate shall reply in writing to the Employee within twenty-eight (28) calendar days.
- 33.8 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 desirability of Employee evaluations. Written evaluations will ordinarily be conducted on an annual basis.
- 35.2 Meeting for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice.
- 35.3 Employee performance evaluations will be placed on the Employee's personnel file, after discussion with the Employee. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. Any Employee reply to their evaluation will also be placed on their file.

35.4 By appointment made in writing at least one (1) working day in advance, an Employee may view their personnel file.

35.5 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 shall meet within one hundred and twenty (120) days of ratification of this 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 available at each work site and shall be available to each 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, 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.
- (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 Human Resources Representative, or their designate that the grievances be batched and dealt with as a group grievance commencing at Step 1. A request to batch such grievances will not be unreasonably denied.

(b) 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 Human Resources Representative, 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 Human Resources Representative, shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance.

(c) Step 2

Within seven (7) days of receipt of the decision of the Human Resources Representative, the grievance may be advanced to Step 2 by submitting to the CEO, or their designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting which may be arranged by either party shall occur.

The CEO, or their designate, shall render a decision, in writing, to be forwarded to the Union and the grievor within seven (7) days of the date of the meeting.

(d) Step 3

Should the grievance not be resolved at Step 2, the Union may, within ten (10) days of the receipt of the decision of the CEO or their 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.

- (e) 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.
- (f) 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.
- (g) A dismissal grievance shall commence at Step 2.
- (h) Time limits for filing a dismissal grievance shall be as stated in Article 38.2(b).

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 Human Resources Representative, or their designate of the Employer, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1

A policy grievance shall be submitted, in writing, to the CEO or their designate and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the CEO or their designate within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that an violation of this Collective Agreement had occurred. The decision of the CEO, or their designate, shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of the grievance.

(c) 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 CEO, or their designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

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 With seven (7) days following receipt of notification pursuant to Article 38.2(d) or 38.3(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The 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) Leaves of absence (Article 29) are not available.

40.2 Notwithstanding the rest of the agreement, Temporary Employees shall be treated as follows:

- (a) Temporary Employee's are eligible for paid sick leave after six (6) months of continuous employment with the Employer.
- (b) Seniority does not accrue.
- (c) Leaves of absence are not available except for those required pursuant to the Employment Standards Code.
- (d) 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.
- (e) Vacation pay will be paid on the basis of six percent (6%) of the Basic Rate of Pay.
- (f) Holiday pay will be paid on the basis of five (5%) of the Basic Rate of Pay.
- (g) Benefit and 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 staff who normally work over twenty-four (24) hours or 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 point seven-five (7.75) 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 point seven five (7.75) hours per day;
 - (iii) the hours worked do not exceed thirty-eight point seven five 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 Personal 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.

APPENDIX A

SALARY GRID

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Support I								
April 1, 2018 (0%)	\$16.86	\$17.42	\$17.57	\$17.76	\$17.93	\$18.10	\$18.27	
April 1, 2019 (0%)	\$16.86	\$17.42	\$17.57	\$17.76	\$17.93	\$18.10	\$18.27	
April 1, 2020 (0%)	\$16.86	\$17.42	\$17.57	\$17.76	\$17.93	\$18.10	\$18.27	
April 1, 2021								wage re-opener
Administrative Support II								
April 1, 2018 (0%)	\$18.27	\$19.05	\$19.82	\$20.54	\$21.34	\$22.10	\$22.85	
April 1, 2019 (0%)	\$18.27	\$19.05	\$19.82	\$20.54	\$21.34	\$22.10	\$22.85	
April 1, 2020 (0%)	\$18.27	\$19.05	\$19.82	\$20.54	\$21.34	\$22.10	\$22.85	
April 1, 2021								wage re-opener
Administrative Support III								
April 1, 2018 (0%)	\$22.85	\$23.25	\$23.63	\$24.02	\$24.44	\$24.83	\$25.24	
April 1, 2019 (0%)	\$22.85	\$23.25	\$23.63	\$24.02	\$24.44	\$24.83	\$25.24	
April 1, 2020 (0%)	\$22.85	\$23.25	\$23.63	\$24.02	\$24.44	\$24.83	\$25.24	
April 1, 2021								wage re-opener
Charge Nurse								
April 1, 2018 (0%)	\$36.86	\$38.24	\$39.58	\$40.97	\$42.31	\$43.65	\$45.02	
April 1, 2019 (0%)	\$36.86	\$38.24	\$39.58	\$40.97	\$42.31	\$43.65	\$45.02	
April 1, 2020 (0%)	\$36.86	\$38.24	\$39.58	\$40.97	\$42.31	\$43.65	\$45.02	
April 1, 2021								wage re-opener
Child Care Counsellor								
April 1, 2018 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51	
April 1, 2019 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51	
April 1, 2020 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51	
April 1, 2021								wage re-opener
Classroom Behavioral Specialist								
April 1, 2018 (0%)	\$26.29	\$27.19	\$28.16	\$29.15	\$30.18	\$31.39	\$32.57	
April 1, 2019 (0%)	\$26.29	\$27.19	\$28.16	\$29.15	\$30.18	\$31.39	\$32.57	
April 1, 2020 (0%)	\$26.29	\$27.19	\$28.16	\$29.15	\$30.18	\$31.39	\$32.57	
April 1, 2021								wage re-opener

Cook

April 1, 2018 (0%)	\$19.94	\$21.06	\$22.18
April 1, 2019 (0%)	\$19.94	\$21.06	\$22.18
April 1, 2020 (0%)	\$19.94	\$21.06	\$22.18
April 1, 2021	wage re-opener		

Kitchen Assistant

October 1, 2018	\$15.59	\$16.78	\$17.90
April 1, 2019 (0%)	\$15.59	\$16.78	\$17.90
April 1, 2020 (0%)	\$15.59	\$16.78	\$17.90
April 1, 2021	wage re-opener		

Licensed Practical Nurse

April 1, 2018 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2019 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2020 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2021	wage re-opener						

Occupational Therapist

September 10, 2018	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2019 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2020 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2021	wage re-opener							

Provisional Psychologist

April 1, 2018 (0%)	\$34.40	\$35.82	\$37.23
April 1, 2019 (0%)	\$34.40	\$35.82	\$37.23
April 1, 2020 (0%)	\$34.40	\$35.82	\$37.23
April 1, 2021	wage re-opener		

Psychological Assistant

April 1, 2018 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2019 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2020 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2021	wage re-opener						

Psychologist

April 1, 2018 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2019 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2020 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2021	wage re-opener							

Mental Health Consultant

April 1, 2018 (0%)	\$39.58	\$40.97	\$42.35	\$43.87	\$45.40	\$46.93	\$49.71	\$50.23
April 1, 2019 (0%)	\$39.58	\$40.97	\$42.35	\$43.87	\$45.40	\$46.93	\$49.71	\$50.23
April 1, 2020 (0%)	\$39.58	\$40.97	\$42.35	\$43.87	\$45.40	\$46.93	\$49.71	\$50.23
April 1, 2021								wage re-opener

Therapist Assistant

April 1, 2018 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2019 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2020 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2021							wage re-opener

Recreation Assistant

April 1, 2018 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2019 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2020 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2021							wage re-opener

Recreation Coordinator

April 1, 2018 (0%)	\$26.29	\$27.19	\$28.16	\$29.15	\$30.18	\$31.39	\$32.57
April 1, 2019 (0%)	\$26.29	\$27.19	\$28.16	\$29.15	\$30.18	\$31.39	\$32.57
April 1, 2020 (0%)	\$26.29	\$27.19	\$28.16	\$29.15	\$30.18	\$31.39	\$32.57
April 1, 2021							wage re-opener

Transition Coordinator

April 1, 2018 (0%)	\$25.65	\$26.53	\$27.47	\$28.44	\$29.45	\$30.62	\$31.78
April 1, 2019 (0%)	\$25.65	\$26.53	\$27.47	\$28.44	\$29.45	\$30.62	\$31.78
April 1, 2020 (0%)	\$25.65	\$26.53	\$27.47	\$28.44	\$29.45	\$30.62	\$31.78
April 1, 2021							wage re-opener

Registered Nurse**Registered Psychiatric Nurse**

April 1, 2018 (0%)	\$35.17	\$36.52	\$37.86	\$39.25	\$40.59	\$41.93	\$43.29	\$44.57
April 1, 2019 (0%)	\$35.17	\$36.52	\$37.86	\$39.25	\$40.59	\$41.93	\$43.29	\$44.57
April 1, 2020 (0%)	\$35.17	\$36.52	\$37.86	\$39.25	\$40.59	\$41.93	\$43.29	\$44.57
April 1, 2021								wage re-opener

Graduate Nurse

April 1, 2018 (0%)	\$32.17	\$33.52	\$34.86
April 1, 2019 (0%)	\$32.17	\$33.52	\$34.86
April 1, 2020 (0%)	\$32.17	\$33.52	\$34.86
April 1, 2021			wage re-opener

Research Assistant

April 1, 2018 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2019 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2020 (0%)	\$24.23	\$25.13	\$26.10	\$27.09	\$28.12	\$29.33	\$30.51
April 1, 2021	wage re-opener						

Research Officer

April 1, 2018 (0%)	\$29.00	\$30.36	\$31.70	\$33.06	\$34.39	\$35.78	\$37.20
April 1, 2019 (0%)	\$29.00	\$30.36	\$31.70	\$33.06	\$34.39	\$35.78	\$37.20
April 1, 2020 (0%)	\$29.00	\$30.36	\$31.70	\$33.06	\$34.39	\$35.78	\$37.20
April 1, 2021	wage re-opener						

Social Worker

April 1, 2018 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2019 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2020 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2021	wage re-opener							

Speech Language Pathologist

April 1, 2018 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2019 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2020 (0%)	\$38.52	\$39.95	\$41.36	\$42.92	\$44.48	\$46.05	\$48.91	\$49.43
April 1, 2021	wage re-opener							

Systems Support

April 1, 2018 (0%)	\$24.48	\$25.34	\$26.18	\$27.07	\$27.95	\$28.93	\$29.92
April 1, 2019 (0%)	\$24.48	\$25.34	\$26.18	\$27.07	\$27.95	\$28.93	\$29.92
April 1, 2020 (0%)	\$24.48	\$25.34	\$26.18	\$27.07	\$27.95	\$28.93	\$29.92
April 1, 2021	wage re-opener						

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
Baccalaureate degree	\$0.75
Masters Degree	\$1.00
PhD	\$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%	

DRAFT

LETTER OF UNDERSTANDING #1

BETWEEN:

CASA CHILD, ADOLESCENT AND FAMILY 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 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 CHILD,
ADOLESCENT AND FAMILY MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #2

BETWEEN:

CASA CHILD, ADOLESCENT AND FAMILY MENTAL HEALTH
(hereinafter referred to as the Employer)

- and -

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

RE: CONDITIONAL WAGE INCREASES

Should the Employer receive notice of an annualized cost of living adjustment to the Alberta Health or Alberta Health Services grant during 2019, 2020, 2021 or 2022, the CEO will notify the Union in writing of such notice. The Employer and the Union agree to meet within 30 days of the Employer receiving that notice to discuss adjustments to the wages in Appendix A.

ON BEHALF OF CASA CHILD,
ADOLESCENT AND FAMILY MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN:

CASA CHILD, ADOLESCENT AND FAMILY 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 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 (FTE's).
 - (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) Five hundred dollars (\$500.00) 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 of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan.
- (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 CHILD,
ADOLESCENT AND FAMILY MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN:

CASA CHILD, ADOLESCENT AND FAMILY 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) Kilometrage and time shall be paid in accordance with Article 18 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 kilometrage will be paid.

ON BEHALF OF CASA CHILD,
ADOLESCENT AND FAMILY MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

CASA CHILD, ADOLESCENT AND FAMILY 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 2007.5 hours of work for those Employees working a seven and three-quarter (7 $\frac{3}{4}$) 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 CHILD,
ADOLESCENT AND FAMILY MENTAL
HEALTH

ON THE BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #6

BETWEEN

**CASA CHILD, ADOLESCENT AND FAMILY MENTAL HEALTH
(hereinafter referred to as the Employer)**

- and -

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

RE: APRIL 1, 2021 WAGE RE-OPENER

The Parties agree that the only item open for negotiations in the wage re-opener for year three, April 1, 2021, shall be wages in the Wage Grid of the Collective Agreement. The re-opener shall not be construed in any way as “opening the agreement” for negotiations on any other issues by either Party.

If the Parties have not been able to agree upon the wage adjustment, at any time after September 30, 2021, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to voluntary interest arbitration before a single arbitrator.

If the Parties are unable to agree upon the arbitrator, the Director of Mediation Services shall be asked to appoint one.

Any wage adjustment under this wage re-opener shall be no less than zero percent (0%) and any increase shall be retroactive to April 1, 2021.

If there is a reduction in the Employer’s funding from the major Grants with AHS and /or Alberta Health between April 1, 2020 and March 31, 2021, there will be no wage re-opener negotiations pursuant to this Letter of Understanding and the wage adjustment for April 1, 2021 will be zero percent (0%).

FOR CASA

FOR HSAA

DATE: _____

DATE: _____

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 CHILD,
ADOLESCENT AND FAMILY
MENTAL HEALTH

ON BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA

Date: _____

Date: _____

DRAFT