

COLLECTIVE AGREEMENT

between

ALPHAHOUSE

CALGARY ALPHA HOUSE SOCIETY

and

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4731**

April 1, 2022 to March 31, 2024

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PREAMBLE

WHEREAS in the spirit of Truth and Reconciliation the parties recognize the Traditional Territory of Treaty 7 and Region 3 of the Metis Region of Alberta,

AND WHEREAS it is the desire of both parties to this Agreement:

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operation.

To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, gender, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the Human Rights Act.

1.03 Article 1.02 does not apply with respect to any action based on a Duty to Accommodate requirement.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

This Agreement shall be applicable to all Employees with the categories set out in Certificate No. C1937-2021 dated July 8, 2021, or any amended certificate issued by the Alberta Labour Relations Board.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

2.03 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 No Contracting-Out

To provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company, or Employees outside the bargaining unit, except in cases mutually agreed upon in writing by both parties.

2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises to deal with any matters arising out of this Collective Agreement.

2.06 Definition of Employee

- (a) A **"Full-Time"** Employee shall be deemed to be an Employee who regularly works more than thirty-two (32) hours or more per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (b) A **"Part-Time"** Employee shall be deemed to be an Employee who regularly works between eight (8) and thirty-one (31) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

- (c) A **"Permanent"** Employee means an Employee who occupies a permanently established position and has successfully completed a probationary period;
- (d) A **"Casual"** Employee is an Employee who does not occupy an established position and who works on an intermittent basis or to cover for short absences of other Employees;
- (e) A **"Term"** Employee is any Employee hired into a position with a fixed end date. Employees with a permanent position, including Casuals, who are on an assignment in a different position are considered to be on a term assignment, and will revert back to their permanent position (including Casual) upon completion of their term assignment.
- (f) A **"Term Assignment"** is an assignment created for a specific job, for a specific period of time, not to exceed twelve (12) months, unless mutually agreed between the Union and the Employer. In cases when the term assignment involves an Employee on maternity or parental leave and subsequent Employees that are backfilling these leaves the Term Assignment shall not exceed eighteen (18) months. Employees employed in a term position shall be covered by the terms and conditions of this Collective Agreement.

ARTICLE 3 – NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with *Alberta Labour Relations Code*.

ARTICLE 4 – HARASSMENT

4.01 **"Sexual Harassment"** is a prohibited form of discrimination in Alberta on the grounds of gender. It is a special kind of workplace harassment involving conduct of a sexual nature that is likely to cause offence or humiliation to an Employee, or that might be perceived as placing a condition of a sexual nature on employment.

Sexual harassment can be expressed in many ways, from very subtle to very obvious, through any of the following: suggestive remarks, sexual jokes or compromising invitations; verbal abuse; visual display of suggestive images; leering or whistling; patting, rubbing or other unwanted physical contact; outright demands for sexual favours; physical / sexual assault.

4.02 **"Harassment"** is defined in the *Alberta Occupational Health and Safety Act* under section 1(q) (effective June 1, 2018), as any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety, and includes:

- (a) Conduct, comment, bullying or action because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression and sexual orientation, and
- (b) a sexual solicitation or advance,

Harassment does not refer to the normal exercise of management's right to manage including the management of day-to-day operations and performance at work.

4.03 Workplace harassment is behavior intended to intimidate, offend, degrade or humiliate a particular person or group.

Harassing behavior can include:

- (a) unwelcome conduct, comments, gestures or contact which causes offense or humiliation (e.g., name calling, harassing phone calls or texts, spreading rumours);
- (b) deliberate misgendering (e.g., referring to a person using terms or pronouns that do not align with the person's affirmed gender);
- (c) physical or psychological bullying which creates fear or mistrust or which ridicules or devalues the individual (e.g., fist shaking, yelling);
- (d) exclusion or isolation of individuals;
- (e) intimidation (e.g., standing too close or making inappropriate gestures / comments);
- (f) cyber bullying (e.g., posting or sending offensive or intimidating messages through social media or email);
- (g) deliberately setting the individual up to fail (e.g., making unreasonable demands, setting impossible deadlines, interfering with work);
- (h) intentionally withholding information or giving the wrong information;
- (i) taking away work or responsibility without cause; and
- (j) displaying or circulating offensive pictures or materials in print or electronic form.

4.04 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner.

4.05 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusion and general outcome subject to applicable privacy legislation.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 Union Security

All Employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses, phone numbers, employment status (such as Full-time, Part-time, Temporary, Casual), classification/job title, regular hours, dues deducted and a copy of the Payroll Register totals for each pay period, for all Employees from whose wage's deductions have been made. This list will also include the names and addresses of the Employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 New Employees

- (a) The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet with newly hired Employees, once during the Employee's first week of employment, for the purpose of advising such Employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meetings may take place on the Employer's premises at a time and location designated by the Employer and shall not exceed fifteen (15) minutes duration. The Employer shall bear the cost for this orientation.

5.04 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

5.05 Seniority List

The Employer will provide an updated list in electronic format, on a quarterly basis, of the name, classification, status, home address, phone numbers, and seniority date for each Employee in the bargaining unit.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the Secretary of the Union with a copy sent to the Site Vice-President and National Representative.

ARTICLE 7 – UNION - MANAGEMENT RELATIONS

7.01 Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and arbitration. Permission to leave work during working hours for such purposes shall be obtained from the Director of Programs and Services or their designate. Such permission shall not be unreasonably denied. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

7.03 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours to carry out their functions under this Agreement, including, but not limited to attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall be obtained from the Director of Programs and Services or their designate. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the Employees working hours without loss of remuneration.

7.04 Union - Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Reviewing suggestions and recommendations from Employees and or the Employer in respect to improving services and working conditions so that better relations shall exist between the Employer and the Employees (but not grievances concerned with service).
- (b) Promoting safety and sanitary practices.
- (c) Addressing concerns regarding workload.
- (d) Addressing conditions in order to minimize grievances and misunderstandings.

Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within ten (10) days following the meeting. Meeting minutes will be posted at each location.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.05 Health and Safety Committee

The parties agree to the following:

- (a) To abide by the *Alberta Occupational Health and Safety Act* and its regulations.
- (b) That they mutually desire to maintain standards of safety and health in the workplace, to prevent injury and illness.
- (c) That a joint Health and Safety Committee shall be constituted with equal representation from management and Employees appointed by the Union with the objective to identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere.
- (d) The committee shall normally meet as needed but at least quarterly. Scheduled time spent in such meetings shall be considered as time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (e) That a Health and Safety bulletin board will be provided by the Employer and placed in a common area accessible to all staff. Minutes from the committee meetings will be posted within seven (7) calendar days.
- (f) That at least two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees designated by the Union, shall make quarterly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection.
- (g) That in the event of critical accident or injury, the co-chairs shall be notified immediately, and management shall investigate and report as soon as possible to the Employer on the nature and causes of the accident or injury. The findings of the investigation will be shared at the next committee meeting. Furthermore, such co-chairs must be notified of the inspection of a government inspector and shall have the right to accompany the inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- (h) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WCB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WCB may decide to disclose.

- (i) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

7.06 Workplace Violence

In the event a client engages in patterned behaviours of abuse towards staff, there will be definable consequences including discharge from the program. In cases where the Employer deems it necessary, and when practicable, the Employer may relocate the client and not the Employee. In the event where a client has been suspended from a program; the Employer shall advise the staff involved that a “No Entry” review will be conducted. At no time will a client be readmitted without prior notification to the Employees concerned of the decision to lift No Entry coming from the monthly reviews. In the case where the client is readmitted because of extenuating circumstances, the Employer will notify the Employees in the shift exchange and if deemed necessary the concerned Employee will be moved for the remainder of the shift.

The work conducted by Employees requires an understanding of the nature of clients who are experiencing active addiction which presents as trauma, homelessness, poverty and mental health issues. This nature may show itself in disruptive, aggressive and/or violent verbal and physical behavior.

The Employer takes its responsibility in promoting a safe, violence-free workplace very seriously. The Employer shall provide mandatory training in procedures for handling potentially violent situations to all staff.

For the purpose of this Article, workplace aggression and violence means any incident(s) considered to be an act of violence as per the *Alberta Occupational Health and Safety Act* as amended from time to time.

To mitigate risk and activate a prompt response any staff involved in a serious incident where bodily or psychological harm occurs will:

- (i) Immediately seek safety for all staff and clients present;
- (ii) Contact Team Lead or manager or other appropriate authority;
- (iii) The Employee will be evaluated and if necessary shall be sent home to recover with no loss of wages for the remainder of their shift. If necessary, transportation will be provided to ensure that the Employee arrives at the hospital or home safely;
- (iv) Case-dependent activation of city emergency response (911) where extreme risk or danger is present.

In conjunction with this in the event of extreme risk and/or unavoidable violence, involved staff will be supported to address issues stemming from the incident.

This support is incident specific and may include:

- (i) Immediate isolation from incident
- (ii) Physical and mental health first aid
- (iii) Individual and group debriefing
- (iv) Other individual and group measures commensurate with the nature and impact of the incident
- (v) Access to all indicated and appropriate Employee support (EAP)

All violent incidents will be reported immediately to the immediate supervisor and electronically to the Occupational Health and Safety Committee. The Committee will review incidents and where warranted make recommendations regarding policy, training and/or other possible remedies to the Employer.

ARTICLE 8 – GRIEVANCE PROCEDURE

PREAMBLE: It is the desire of the parties to this Agreement that disputes be settled promptly. Before filing a grievance, Employees should first attempt to address concerns with their Team Lead/Shift Supervisor and or Program Manager. Likewise, Team Lead and or Program Manager will make an attempt to address issues brought to their attention.

8.01 Recognition of Union Stewards

To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and Union Stewards. The Union Steward may assist any Employee, in preparing, and processing the grievance in accordance with the grievance procedure.

8.02 Names of Union Stewards

The Union shall notify the Employer in writing of the name of each Union Steward before the Employer shall be required to recognize the Employee.

8.03 Permission to Leave Work

The Employer agrees that Union Stewards and/or the griever(s) shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and committee members shall be entitled to leave their work during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall be obtained from the Director of Program and Services or their designate. Such permission shall not be unreasonably denied.

All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

8.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Union Steward consider the grievance to be justified, they will first seek to settle the dispute with the Program Manager.

Step 2

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Union Steward will submit to the Director of Program and Services a written statement of the particulars of the grievance and the redress sought. The Director of Program and Services shall render their decision within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 2, the Union Steward will submit the written grievance to the Executive Director or their designate, who shall render their decision within five (5) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

8.06 Policy Grievance

A policy grievance may be initiated by the Union or the Employer where a dispute involving a question of general application or interpretation of the agreement occurs, or where a group of Employees, the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be bypassed.

8.07 Union May Initiate Grievance

The Union and its Representatives shall have the right to initiate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union and the Employer's representative have been notified, they shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section shall result in the grievance being automatically allowed.

8.09 Expedited Grievance Process

Grievances dealing with termination may be filed in the third step of the grievance procedure for preferred handling.

8.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.11 Meeting Rooms for Grievance

To facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.12 Time Limits

The time limits may be extended by mutual agreement between the parties.

8.13 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.14 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration.

A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.

9.02 Sole Arbitrator

Within ten (10) working days after the Notice of Intent is served, the parties shall select a sole arbitrator. If the parties cannot agree on the selection of a sole arbitrator, the provisions of the three (3) person Arbitration Board shall apply.

9.03 Three Person Arbitration Board

When the parties are unable to select a sole arbitrator, a three (3) person Arbitration Board shall be selected. Either party shall provide a notice in writing and such notice shall contain the name of their nominee to the Arbitration Board. Within five (5) working days from the receipt of such notice, the other party must in turn name their nominee. A third person to act as Chair shall be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chair within ten (10) working days from the date of their appointment, either party or their nominee shall request the Alberta Labour Relations Board, "The Board", to make the appropriate appointment. The parties agree that the Arbitration Board or Single Arbitrator, as applicable, may attempt to mediate a resolution to the grievance.

9.04 Arbitration Costs

The parties shall equally bear the expense of the arbitrator, and any cost of the place of hearing of such arbitration.

9.05 Jurisdiction

It is agreed and understood that the Sole Arbitrator or Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, they shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.06 Arbitration Decision

The Sole Arbitrator or Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. In cases when the matter is heard by an Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair will govern.

9.07 Time Limits

The time limits mentioned in this article may be extended by mutual agreement of the parties.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 The Employer will discipline suspend or dismiss Employees only for just cause. The burden of proof of just cause will rest with the Employer. The Employer recognizes the value of progressive discipline and where appropriate will provide Employees with verbal and/or written warnings and recommendations for improvement before pursuing more serious disciplinary action.
- 10.02 An Employee who is to be interviewed by the Employer on a matter of discipline or an investigation that could result in discipline, the Employee will be given the opportunity to be accompanied by a Union Steward or other Union representative.
- 10.03 The Employer shall provide the Employee and Union with reasonable advance notice in writing of the interview. The notice shall include the purpose, time and place of the interview. Prior to the start of the interview, the Employer shall provide copies of complaints or documentation of the allegations, which may be redacted to exclude personal information, for the Employee and Unions immediate review.
- 10.04 Employees shall be advised in writing when disciplinary action is taken against them. The reasons for such action and a copy of such correspondence will be placed on the Employee's personnel file and a copy shall be sent to the Employee. A copy shall be sent to the Union within five (5) days of the disciplinary action being taken.
- 10.05 An Employee who has been disciplined shall have her personnel file purged of letters of counsel or records of discipline after fifteen (15) months of continuous work without extended leave providing that during the period no further records of discipline have been issued. If there has been an extended leave, the time period will be extended by the amount of time of the leave. Employees shall receive copies of any records of discipline.
- 10.06 No disciplinary documents from a personnel file shall be relied upon or entered as evidence in any grievance or arbitration proceeding unless the Employee and the Union have received a copy in accordance with Article 10.04 of this Agreement. Employees shall have the right to reply in writing to such complaints, accusation or expression of dissatisfaction and their reply shall become part of their record.
- 10.07 Clearing the File

The record of an Employee shall not be used against them at any time after fifteen (15) months of continuous work without extended leave months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.08 Discharge Procedure

When an Employee is discharged or suspended, the Employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension and shall provide copies of the documentation relied upon by the Employer.

10.09 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration or Arbitrator, if the matter is referred to Arbitration.

10.10 Designation of Supervisor

Every Employee shall be notified of their immediate designated supervisor by means of an organizational chart to be electronically posted.

10.11 Access to Personnel File

An Employee shall have the right during normal business hours of the administration office to have access to have a copy of, and review, their personnel file within two (2) business days of making the request or a reason why it may take longer. The Employee is entitled to receive a copy of the file if requested. An Employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of continuous service with the Employer in the bargaining unit including all periods of continuous service as a Casual, Temporary, or Regular Employee and shall include service with the Employer prior to the certification and recognition of the Union.

Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to 11.01.

Notwithstanding the above, a Part-time or Casual Employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally. Seniority shall operate on a bargaining-unit-wide basis.

11.02 Seniority List

The Employer shall maintain a master seniority list of Permanent Employees showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year. An Employee's name shall not be placed on the seniority list until the Employee has completed their probationary period.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

Casual Employees shall be added at the end of the Seniority list.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the Employee when reclassified.

11.03 Probationary Employees

Newly hired Full-time Employees shall be considered on a probationary basis for a period of six (6) calendar months from the date of hire. Newly hired Part-time Employees shall be considered on a probationary basis for a period of six (6) months in the position they were hired into excluding extended leaves from the date of hire. The time of extended leave will extend the probationary period. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

A review of a probationary Employee's progress shall be conducted at approximately the halfway point of the probationary period and the Employee shall be advised of the results of the review, including the specific areas of improvement required for continuing employment.

If in the opinion of the Employer, a new Employee on probation is found to be unsatisfactory, they may be terminated. The Employer may extend the probationary period subject to mutual agreement with the Union. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

An Employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee shall only lose seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign and does not rescind within twenty-four (24) hours.

- (c) They are absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- (e) They are laid off in excess of twenty-four (24) months.

11.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event an Employee returns to the bargaining unit within the first six (6) calendar months of the start of such leave, shall receive full seniority for that period upon their return to the bargaining unit. Employees who remain on such leave past six (6) months and up to eighteen (18) months, will not be credited seniority for that period and shall resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within eighteen (18) months shall forfeit bargaining unit seniority.

Additional Articles:

- 11.06 If an Employee transfers from Part-time to Full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 2080 hours paid equals one (1) year.
- 11.07 If an Employee transfers from Full-time to Part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 2080 hours paid.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 (a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of minimum seven (7) calendar days so that interested Employees can apply. The name of the successful applicant shall be posted on the Employer's electronic bulletin board.

(b) Temporary Vacancies

Temporary vacancies anticipated to be less than twelve (12) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.

The Employer will endeavour to distribute shifts as equally as possible.

(c) Temporary Job Postings

A vacancy which occurs for more than twelve (12) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed eighteen (18) months. Upon termination of a limited job, the Employee filling the vacancy shall be returned to the classification and job location in which the Employee last worked. If a part-time Employee is the successful applicant, the said Employee shall retain their Part-time status during the limited full-time period. An Employee filling a temporary vacancy of twelve (12) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

(d) Successful Applicant

The successful applicant will fill the vacancy at the beginning of the next schedule from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

12.03 External Job Postings

The Employer may post job vacancies externally. If none of the internal applicants qualify for the job posted, the Employer may select from qualified external applicants.

12.04 Methods of Making Appointment

When making appointments to positions in the bargaining unit, it is understood that the factors to be considered shall be: Required Qualifications, Required Knowledge, Seniority, and Performance.

Qualifications and knowledge must be those directly related to the work to be performed and shall be consistent with the responsibilities and qualifications specified in the job description. Such qualifications may not be established in an arbitrary or discriminatory manner. Performance considerations would include written documentation, formal discipline, and commendations.

If there are two or more applicants, and each have equal qualifications and required knowledge, Seniority shall govern.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of ninety (90) days. Conditional on satisfactory performance, such trial period shall become permanent. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the

Employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.04. If there are no unsuccessful applicants, then the position would be reposted.

12.06 Union Notification

The Union shall be notified of all appointments, hiring, layoffs, recalls and terminations of employment.

12.07 Duty to Accommodate

The parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is beneficial to all parties

12.08 New Classifications and Substantial Changes to existing classifications

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within twenty-eight (28) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which causes such classification to become a new classification, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this Agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change, awarded because of arbitration, shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 13 – LAY OFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient Employees in each classification to continue to provide competent care. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any Full-time or Part-time Employee.

13.03 Notice of Lay Off

In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) Provide the Union with at least five (15) days' notice prior to its implementation. This notice is not in addition to required notice for individual Employees.
- (b) Provide affected Employees with fifteen (15) days' notice prior the effective date of layoff, or as stipulated in the Employment Standards Act, whichever is greater.
- (c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on Employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.04 Lay Off Procedure

In the event of lay off, the Employer shall lay off Employees in reverse order of seniority within their classification:

- (a) An Employee who is subject to lay off shall have the right to either:
 - (i) Accept the layoff; or
 - (ii) Displace an Employee who has:
 - (1) less bargaining unit seniority in a lower or identical paying classification; and
 - (2) if the Employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.

- (b) An Employee who wishes to exercise their right to displace another Employee without seniority shall advise the Employer within seven (7) days of the date of the notice of lay off issued by the Employer.
- (c) For the purpose of the operation of Article 13.04 (b), laid off Part-time Employees shall not have the right to displace Full-time Employees.
- (d) If an Employee is laid off from the Full-time bargaining unit and provided that no other Full-time bargaining unit positions are available for which the Employee is qualified and able to perform, the Full-time bargaining unit Employee shall then be allowed to displace a Part-time bargaining unit Employee with less seniority provided that the Employee is qualified and able to do the work available.

13.05 Recall from Lay-off

- (a) An Employee shall have opportunity of recall from a lay off to an available opening in order of seniority, provided they have the ability and qualifications to perform the work and provided such opening if at a higher classification level is first posted under the job posting procedure and has not been filled. In determining the ability and qualifications, as agreed between the parties, of an Employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- (b) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) The Employer shall send a recall notice to the Employee by both registered mail and electronic mail to the address filed with the Employer. It is the Employees responsibility to inform the Employer of any changes of address.
- (d) It is the responsibility of the Employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.
- (e) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work as per agreed upon definition. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.
- (f) Employees on layoff indicate in writing to the Employer their desire and availability to work casual shifts. When working in these shifts, they will be paid casual rate.

- (g) Recall rights under this article expire two (2) years from the date of layoff.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

- (a) Shifts shall consist of three (3) consecutive shifts of twelve (12) consecutive hours of work followed by three (3) days off.
 - The consistent day shift shall be from Sunday to Saturday, from 7: 00 a.m. to 7:00 p.m.
 - The consistent night shift shall be from Sunday to Saturday, from 7: 00 p.m. to 7:00 a.m.
- (b) N (Night) Shifts that consist of twelve (12) consecutive hours of work shall be scheduled from 8:00 p.m. to 8:00 a.m.
- (c) Community Housing shifts consist of eight (8) consecutive hours of work over five (5) consecutive days followed by two (2) days off.
- (d) Team Leads in Permanent Support Housing (PSH) shall work ten (10) consecutive hours of work over four (4) consecutive days followed by three (3) days off.

The shifts will be:

First Shift	Sunday to Wednesday	7:00 a.m. to 5:00 p.m.
Second Shift	Sunday to Wednesday	1:00 p.m. to 11:00 p.m.
Third Shift	Wednesday to Saturday	7:00 a.m. to 5:00 p.m.
Fourth Shift	Wednesday to Saturday	1:00 p.m. to 11:00 p.m.

- (e) Team Leads in Community Housing shall work ten (10) consecutive hours of work over four (4) consecutive days followed by three days off.

The rotating shifts shall be:

First Shift	Sunday to Wednesday	8:00 a.m. to 6:00 p.m.
Second Shift	Wednesday to Saturday	8:00 a.m. to 6:00 p.m.

14.02 Days Off

Following any shift consisting of twelve (12) hours of consecutive work must be followed by twelve (12) hours off.

The Employer shall not require an Employee changing from one Rotating Shift to another to do so without at least twenty-four (24) hours' written notice and eight (8) hours of rest between shifts.

14.03 Working Schedule

The hours of work of each Employee shall be posted in an appropriate place accessible to all Employees at least one (1) week in advance. Any changes in the shift schedule must be approved by the Employer. Once posted, the schedule will not be changed without the consent of the Employee involved. The Union shall receive a copy of the said schedules on request.

14.04 Schedule Changes

This provision shall apply when an Employee does not agree to a change in shift schedule and is directed to work the shift with less than 1 week notice. The Employee shall be compensated at one and one half (1.5) times the regular rate of pay as follows:

- (a) for all hours worked on the first shift of the changed schedule when the scheduled days of work are changed;
- (b) for all hours worked when the shift start time is altered, the above rate shall apply to the difference between the regular start time and the altered start time.

The foregoing shall not apply to Casual or Part-time Employees outside their scheduled hours.

14.05 Split Shifts

There shall be no split shifts.

14.06 Rest Period

On shifts that are up to ten (10) hours, the Employer recognizes one (1) thirty (30) minute paid break. On shifts that are ten (10) hours or more the Employer recognizes two (2) thirty (30) minute paid breaks. The Employee may break these periods of time into four (4) fifteen (15) minute breaks with approval. Where possible, such break periods shall not be scheduled to occur in the first or last hour of the shift.

14.07 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work at a location that the Employer determines, or if no work is available, will be paid at least three (3) hours. The reporting allowance outlined herein shall not apply whenever an Employee has received prior notice not to report to work.

14.08 Request for Days Off

Employees requesting specific days off must submit their requests in writing to their manager at least two (2) weeks in advance of the requested time off. If the request is submitted less than two (2) weeks in advance it will be up to the manager to consider accepting such request.

14.09 Shift Trade

Employees will be permitted to trade days off, or shifts, with other Employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such shift trade. Where the shifts qualify for a shift differential, this premium shall be paid to the Employee working the shift.

14.10 Time Off Between Shifts

Employees are to be allowed a minimum off twelve (12) hours off between the ending of one scheduled shift and the commencing of the next scheduled shift.

Where the twelve (12) hours are not granted; the Employee shall be paid such hours of work at the rate of time and one-half (1½).

For the purposes of training, the Employer will endeavour to schedule at least twelve (12) hours of rest. Notwithstanding the foregoing, the Employer shall at no time schedule less than eight (8) hours prior to training and no premium will be due in this case.

14.11 Seniority for Shift Preference

When there are two (2) open shifts, and where there are two (2) or more interested Employees, the Employee with the most seniority in the same classification shall be given shift preference, provided that no overtime is incurred.

14.12 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, Employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

Overtime shall be defined as time worked in excess of regular scheduled hours (for example, 8, 10, or 12 hour shifts) in accordance with the provisions of Article 14 and must be authorized by the Employer in advance where possible. Part-time Employee overtime eligibility is only after working more than regular Full-time hours of their classification.

15.02 Overtime Rates

Overtime work will be paid at the rate of time and one half.

15.03 No Reduction of Scheduled Hours

Employees shall not be required to reduce their regular hours to compensate for any overtime worked.

15.04 Distribution of Overtime

The Employer will maintain a consistent procedure for the call out of Employees to perform work made available. The Employer will call out in the following order:

- (a) Part-time
- (b) Casual
- (c) Full-time by seniority

15.05 Minimum Call-back Time

When the Employer requires an Employee to be called back to work after leaving, such Employee shall be paid at time and one-half (1½) of their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay.

When the Employer requires an Employee to be called in immediately prior to the commencement of their regular shift, they shall be paid at the overtime rate of time and one-half (1½) of the actual hours worked until the commencement of their shift.

15.06 Banking of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off to be used within three (3) months of earning it at a time mutually agreed to by the Employee and the Employer.

Employees banked hours will be reviewed on a semi-annual basis and any hours above forty (40) hours of banked time will be paid out to the Employee. All time banked shall be banked at the same rate that it was earned. For example, four (4) hours of overtime if banked will be banked as four (4) hours. If paid out it will be paid out as six (6) hours at straight time.

15.07 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid. However, time worked on a paid holiday shall be counted as part of the normal work week.

ARTICLE 16 – HOLIDAYS

16.01 The following Holiday Pay provisions apply to all Employees. The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1 st)
Family Day	Victoria Day
Labour Day	Good Friday
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Heritage Day	

And all general holidays proclaimed by the Province of Alberta.

16.02 Holiday Qualifications

To be entitled to receive payment for these holidays, the Employee must work their scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for General Holidays

Full-Time Employees:

A Full-time Employee who is required to work on any of the above-named general holidays will receive their regular rate of pay for all hours worked plus the same number of hours banked for use at a later, mutually agreed upon date. If banked time is paid out, it shall be paid out at one and one-half times (1½x) the Employee's regular rate of pay.

Part-Time and Casual Employees:

A Part-time or Casual Employee who is required to work on any of the above-named general holidays will receive their regular rate of pay for all hours worked plus an amount equal to one and one-half times (1½x) their regular rate of pay for all hours worked.

16.04 General Holidays falling on an Employees Day off

Full-time Employees:

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off with pay (equal to their average daily hours) at a time mutually agreed upon between the Employee and the Employer, or failing mutual agreement, they will be paid at their regular rate of pay for the hours as calculated.

Part-time Employees:

When a General Holiday falls on a Part-time Employee’s scheduled day off, if in at least five (5) of the nine (9) weeks preceding the work week in which the holiday occurs the Employee had worked on the same day of the week on which the General Holiday is to be considered a normal working day, the Employee will be paid that Employee’s basic rate of pay for their regularly scheduled hours.

16.05 Faith or Religion Observance

Employee(s) may bank up to three (3) days of stat holiday to be used towards their faith or religious days of observance. Request to bank stat holidays must be submitted in writing two (2) weeks prior to the scheduled statutory holiday. For scheduling purposes, the Employee must provide notice of at least thirty (30) days as to the date(s) they will be observing.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation for Full-time and Part-time Employees

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

FULL-TIME EMPLOYEES

Years of service	12 hours, 3 on 3 off		8 hours, 5 days		10 hours, 4 on 3 off	
	2190 hrs per year		2080 hrs per year		2080 hrs per year	
0-1	87.6 hrs	4%	83.2 hrs	4%	83.2 hrs	4%
1-3	131.4 hrs	6%	124.8 hrs	6%	124.8 hrs	6%
3-5	144.5 hrs	6.6%	137.3 hrs	6.6%	137.3 hrs	6.6%
5-10	175.2 hrs	8%	166.4 hrs	8%	166.4 hrs	8%
10-15	219 hrs	10%	208 hrs	10%	208 hrs	10%
15-20	262.8 hrs	12%	249.6 hrs	12%	249.6 hrs	12%
20+	306.6 hrs	14%	291.2 hrs	14%	291.2 hrs	14%

PART-TIME EMPLOYEES

Part-time Employees shall have their vacation pay prorated.

17.02 Vacation for Casual Employees

- (a) Casual Employees shall be paid vacation pay equivalent to four (4%) percent of total regular earnings, excluding any overtime, holiday or vacation pay, for each pay period, with each pay cheque.

- (b) This entitlement shall increase to six (6%) percent of total regular earnings, after five (5) years of continuous service.

17.03 Holidays During Vacation

If a general holiday falls or is observed during an Employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.04 Vacation Pay on Termination

An Employee terminating their employment shall receive payout of vacation accumulated to date of termination.

17.05 Preference in Vacations

(a) Vacation Bids and Awards

During each vacation year there shall be two (2) vacation bids, which shall award Employees their preferred vacation periods in order of seniority, it is acknowledged that the Employer shall make the final decision on vacation scheduling due to operational requirements, however the preferred vacation bids of Employees will not be unreasonably denied.

- (i) Employees shall have the choice of splitting their vacation over the two (2) periods or take their full vacation in either period.
- (ii) When Employees choose to split their vacation over two (2) periods, they must bid a minimum of one (1) week, equivalent to the Employee's full time equivalent of either thirty-two (32), thirty-six (36) or forty (40) hours of vacation credit pay.
- (iii) To facilitate the bidding process the Employer shall provide Employees with Vacation Bid forms.

(b) First Vacation Bid

During the first bid, Employees shall bid for, and be awarded, vacation periods from June 1st until September 30th.

- (i) The first vacation bid shall open at 9:00 a.m. on April 1st and shall close at 5:00 p.m. on April 15th of each year. The Vacation Bid Awards shall be posted no later than 1:00 p.m. on April 30th of each year.

(c) Second Vacation Bid

During the second bid, Employees shall bid for, and be awarded, vacation periods from October 1st until May 30th.

- (i) The second vacation bid shall open at 9:00 a.m. on August 1st and shall close at 5:00 p.m. on August 15th of each year. The Vacation Bid Awards shall be posted no later than 1:00 p.m. on August 30th of each year.

(d) Failure to Bid

Employees, who fail to bid, will be assigned to any remaining vacation periods on a first come basis. Approved vacation schedules shall not be changed unless mutually agreed to by the Employee and the Employer.

- (e) The Employer shall approve vacation requests submitted by the bid deadline as per the Schedule "A" Maximum Vacation Approvals per Program" attached hereto and forming part of this Agreement.

17.06 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer.

17.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established that the Employee was hospitalized during this time period. Appropriated documentation must be provided to the Employer. It is understood that the Employer will reschedule vacation for an Employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

17.08 Carryover of Vacation Days/Hours

Employees shall be allowed to carry forward up to forty (40) hours of unused vacation.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Amount of Sick Leave

Sick leave shall be earned monthly calculated at four percent (4%) of regular hours for example:

- (a) 80 hours per pay period will earn 3.2 hours of paid sick/personal leave per pay period

(b) 72 hours per pay period will earn 2.88 hours of paid sick/personal leave per pay period

(c) 48 hours per pay period will earn 1.92 hours of paid sick/personal leave per pay period

18.03 Proof of Illness

An Employee may be required to provide a doctor's certificate to confirm illness/injury, and or to confirm the Employee is fit to return to work. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

18.04 Use of Vacation Time while being Sick

At no time shall accrued vacation leave be used when an Employee has no sick leave credits available.

18.05 Sick Leave during Leave of Absence

In the case of Illness, injury, lay off, leave of absence, unpaid leave while in receipt of long-term disability insurance plan and periods while in receipt of compensation from WCB; sick leave shall not accrue during periods of such absence in excess of thirty (30) calendar days. They shall retain their cumulative credit existing at the time of such leave.

18.06 Sick Leave Record

The amount of sick leave accrued will be provided on the Employees pay stub.

18.07 Accumulation and Payment of Sick Leave

The Employee shall be able to accumulate the unused portion of their sick leave up to one hundred and sixty (160) hours.

18.08 Notification to Employer

Unless prevented by circumstances beyond their control, an Employee who is unable to report for duty on their scheduled shift because of illness shall notify the Employer of this fact at the earliest opportunity or at least four (4) hours prior to commencement of their scheduled shift, to facilitate coverage of such shift.

18.09 Medical Care Leave

Employees may be allowed to use accumulated sick leave hours to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

18.10 Injury During Shift

An Employee who is injured during their shift and is required to leave for treatment or is sent home prior to the end of their shift shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Where an Employee is on an unpaid leave of absence, the Employee's benefit coverage will be continued for the first month with the usual cost-sharing arrangements. After that first month and subject to the insurance company's requirements, an Employee may elect to continue their benefit coverage while on unpaid leave as long as the Employee makes prior arrangements for the regular payment of the full premiums for the applicable plans. This means an Employee who wishes to continue benefit coverage during an unpaid leave will pre-pay all benefit premiums, including the Employer's and Employee's share on a month-to-month basis.

19.02 Union Leave

The Employer shall grant a Union Leave, for the purposes of performing duties of any office or function of the Local or parent Union provided that the leave does not unduly interfere with the operations of the Employer. Such requests shall not be unreasonably denied. Request for Leave shall be made in writing to Human Resources at least ten (10) working days in advance. The request shall state the Employee's name and time requested for Union Leave. During the absence of any Employee on Union Leave, the Employee shall not suffer any loss of seniority or benefits.

The Employee shall receive regular pay and benefits provided for in the Agreement when on Union Leave. The Union will reimburse the Employer for all pay and benefits including the Employer's portion for such benefits at the rates current during the Leave of Absence. The Union will provide the reimbursement to the Employer monthly or as mutually agreed between the parties.

19.03 Political Leave

Upon written request, the Employer shall grant Leave of Absence without loss of seniority but without pay or benefits so that Employees, where eligible, may be candidates in a federal, provincial, or municipal election. In addition, Employees where eligible, may be candidates for the election to the following houses of labour: Calgary District Labour Council, CUPE Alberta Division, CUPE National, Canadian Labour Congress and Alberta Federation of Labour. Any Employee who is elected to any of the above noted political offices shall be granted the leave of absence without loss of seniority, without pay and benefits for one (1) term of office.

19.04 Citizenship Leave

An Employee shall be granted up to a maximum of four hours leave without loss of seniority or benefits but without pay to either; process their Canadian citizenship application or attend their Oath of Citizenship ceremony.

19.05 General Leave

The Employer may grant leave of absence without loss of seniority but without pay or benefits to any Employee, such request to be in writing and approved by the Employer provided that the leave does not unduly interfere with the operations of the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer.

19.06 Bereavement Leave

For the purpose of Bereavement Leave, the Employee's family shall include both biological and chosen family.

- (a) When a death occurs with an Employee's Immediate Family Member,
 - (i) Full-time Employees and employees on terms over six (6) months may take up to three (3) days off with pay, per incident of bereavement. Bereavement leave may be extended by up to two (2) additional days with pay, for travel outside the province or for extenuating circumstances.
 - (ii) Part-time Employees and employees on terms over six (6) months may take up to two (2) regularly scheduled days off with pay, per incident of bereavement.
- (b) When a death occurs with an Employee's Extended Family Member,
 - (i) Full-time Employees and employees on terms over six (6) months may take up to one (1) day off with pay, per incident of bereavement. Bereavement leave may be extended by up to one (1) additional day with pay, for travel outside the province or for extenuating circumstances.
 - (ii) Part-time Employees and employees on terms over six (6) months may take up to one (1) regularly scheduled day off with pay, per incident of bereavement.
- (c) The maximum number of paid bereavement days an Employee may take in a calendar year is:
 - (i) Full-time Permanent or Term Employees over six (6) months: ten (10) days
 - (ii) Part-time Permanent Employees: four (4) days

- (iii) Casual staff are permitted to miss up to three (3) scheduled shifts, unpaid, per year due to bereavement.
- (d) Additional unpaid time off, or vacation time may be granted depending on circumstances such as distance, the individual's responsibility for funeral arrangements, and the Employee's responsibility for taking care of the estate of the deceased.
- (e) If the Employee requires time off to attend to the matters or funeral, they may request the time as either a vacation day or a personal day. Should the Employee have no remaining personal or vacation day entitlement, any time off must be as an unpaid leave of absence and must be pre-approved by the Executive Director or their delegate. Such requests shall not be unreasonably denied.
- (f) Confirmation of a Family Members passing, the date of the funeral may be requested by Human Resources. Should such a request be made, the Employee will have ten (10) business days from the date of the request to present the documentation requested.

19.07 Caregiving Leave (as per Federal Government Legislation)

Employees who need to be away from work to care for or support a critically ill or injured person or someone needing end-of-life care shall be granted a leave of absence without pay as per the Government of Canada EI Caregiving benefits program. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the Employee will continue to accumulate seniority under the Collective Agreement.

On return from leave, Employees will be placed in their former or comparable position. The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the Employee shall continue to accrue seniority.

19.08 Maternity and Parental Leave

Maternity Leave

- (a) A pregnant Employee who has been employed in the past ninety (90) consecutive calendar days is entitled to maternity leave without pay. The pregnant Employee must inform Human Resources of their pregnancy at least six (6) weeks prior to the anticipated due date, or as soon as possible.
- (b) The maternity leave, to which a pregnant Employee is entitled to, is a period of not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery. A pregnant Employee whose pregnancy ends other than a live birth within sixteen (16) weeks of the estimated due date, is entitled to maternity leave.

- (c) A pregnant Employee must give at least four (4) weeks written notice or as soon as possible, of the date they will start their maternity leave, and is entitled to start maternity leave on the date specified.
- (d) An Employee may opt to use eligible and available sick leave if they are unable to work because of a medical condition arising from the pregnancy.
- (e) The Employee must give at least four (4) weeks' written notice of the date of return.
 - (i) Employees returning from an approved leave will be reinstated in the position occupied when maternity or parental leave started or a comparable position.
 - (ii) Should an Employee fail to provide written notice with a return-to-work date, within this notice period, the Employer will assume that the Employee does not intend to return, and the position being held for them will be released.
- (f) If an Employee does not wish to resume employment after maternity or parental leave, they must give at least four (4) weeks' written notice of intention to terminate employment.
- (g) Benefit coverage will continue for thirty (30) days from the date in which the Employee commences leave:
 - (i) An Employee is permitted to continue to be covered by the Employers' Benefit program provided the Employee pays 100% of the benefit premiums, or arranges for payment by way of postdated cheques, prior to the commencement of the leave.
 - (ii) Vacation and sick time will not continue to accrue for the duration of the unpaid leave, nor will additional contribution to the Health Spending Account.

Parental Leave

- (a) For an Employee entitled to maternity leave, that Employee will be provided with parental leave for a period of not more than sixty-two (62) consecutive weeks immediately following the last day of maternity leave
- (b) Or, in the case of a parent who has been employed in the past ninety (90) consecutive calendar days, that parent will be entitled to parental leave for a period of not more than sixty (62) consecutive weeks within seventy-eight (78) weeks after the child's birth.
- (c) Or, in the case of an adoptive parent who has been employed with for at least the past ninety (90) consecutive calendar days, that parent will be entitled to parental leave for a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

- (d) If Employees are parents of the same child, the parental leave may be taken by one of the Employees or shared by the Employees.
- (e) If two Employees are parents of the same child, the Employer is not required to grant parental leave to more than one Employee at a time.
- (f) An Employee must give at least four (4) weeks' written notice of the date the Employee will start parental leave unless it is impossible to comply with this requirement because of a medical condition, or the date of the child's placement with the adoptive parent was not foreseeable.
- (g) Should a pregnant Employee give the four (4) weeks' written notice of maternity leave and is planning to also take the parental leave of up to sixty-two (62) consecutive weeks, no further written notice is required. However, if the pregnant Employee is intending to share parental leave, they must advise the Employer of the intention to share parental leave.
- (h) Benefit coverage will continue for thirty (30) days from the date in which the Employee commences leave.
- (i) An Employee is permitted to continue to be covered by the Employers Benefit program provided the Employee pays one hundred percent (100%) of the benefit premiums, or arranges for payment by way of postdated cheques, prior to the commencement of the leave.
- (j) Vacation and sick time will not continue to accrue for the duration of the unpaid leave, nor will additional contribution to the Health Spending Account.
- (k) The Employee must give at least four (4) weeks' written notice of the date of return.
- (l) Employees returning from an approved leave will be reinstated in the position occupied when maternity or parental leave started or a comparable position.
- (m) Should an Employee fail to provide written notice with a return-to-work date, within this notice period, the Employer will assume that the Employee does not intend to return, and the position being held for them will be released.
- (n) If an Employee does not wish to resume employment after maternity or parental leave, they must give at least four (4) weeks' written notice of intention to terminate Employment.

19.09 Jury or Court Witness Duty

The Employer shall grant leave of absence without pay and without loss of seniority to an Employee who is compelled to serve as a juror or subpoenaed witness in any court. Time spent by an Employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Night Shift Premium

A night shift premium of two dollars (\$2.00) per hour will apply to all hours worked within the hours of 11:00 p.m. up to 7:00 a.m. Shift premium will be calculated on their regular straight-time rate of pay, or the rate applicable to the work the Employee is performing at the time if it is higher.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday. On each payday each Employee shall be provided with an itemized statement of their wages, overtime, remaining vacation allotment and the balance remaining on the Employee sick bank, and other supplementary pay and deductions. The Employee's hourly rate is to be placed on the cheque stub.

20.03 Underpayment

If an Employee is under paid, the following applies:

If the amount of the error is equal to or greater than the Employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention. Errors for lesser amounts will normally be corrected on the next pay.

20.04 Overpayment

- (a) When the Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments within a four (4) month period starting the day the Employee is made aware an overpayment exists.
- (b) If the amount involved is less than two hundred dollars (\$200), the Employer may recover the overpayment in any way the Employee agrees is appropriate but no later than the next pay period.
- (c) If the amount involved exceeds two hundred dollars (\$200), the Employer may recover the overpayment in any way the Employee agrees is appropriate but no later than four (4) months.
- (d) If the Employee resigns or is terminated for cause, the Employer may recover from the final pay or other funds due on termination.

20.05 Pay during Temporary Transfers

When an Employee temporarily relieves for a term of three (3) months or more and performs the principal duties of a higher paying classification, they shall receive the rate applicable for the job. When an Employee is temporarily assigned to a lower paying classification than their own, their rate shall not be reduced. When an Employee is designated as a Team Lead, they will receive the first-year rate of Team Lead pay.

20.06 Payment for Compulsory Training

The Employer agrees to pay Employees who are required by the Employer to attend in- service sessions at their regular time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 21 – VEHICLE USE AND TRAVEL REIMBURSEMENT

21.01 The Employer may request an Employee to use their personal vehicle for authorized business and such use is entirely the prerogative of the Employee, subject to the following conditions:

- (a) Employees shall be compensated at the current Canada Revenue Agency or CRA mileage rate.
- (b) The Employer will reimburse Employees in respect of obtaining business insurance for use of personal vehicles in the performance of duties for the Employer. The reimbursement will be the differential between the personal insurance and the business insurance premium to a maximum of one hundred and seventy-five dollars (\$175) annually.

ARTICLE 22 – GENERAL CONDITIONS

22.01 Bulletin Board

The Employer shall provide space in the Employer's electronic bulletin board accessible to all Employees upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars, or Union activities.

22.02 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

The Union and the Employer shall share the cost of printing equally.

22.03 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 23 – EMPLOYEE BENEFITS

23.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all Employees. Employees shall be provided with a benefits package upon eligibility which includes access to the full Group Benefits information from the benefits provider.

23.02 Employee Eligibility

Employees with thirty-two (32) hours or more of regularly scheduled hours per week shall be eligible to participate in the Employee Benefits Plan upon successful completion of their probationary period.

23.03 Benefit Coverage

The Employer shall pay one hundred percent (100%) of the cost of the following benefit plans for all Employees and their dependents including but not limited to:

- (a) Extended Health Care
- (b) Life Insurance equal to two times (2x) your annual earnings, rounded to the next highest multiple of \$1,000, if not already a multiple thereof, up to a maximum of \$500,000.
- (c) Accidental Death and Dismemberment
- (d) Prescription Drug Plan
- (e) Dental Benefits Plan
- (f) Long Term Disability Coverage. (Employee pays 100%)
- (g) Hearing Aids
- (h) Orthotics
- (i) Out-of-province medical coverage
- (j) Semi-Private Hospital coverage or equivalent
- (k) Employee and Family Assistance Program
- (l) Paramedical Benefits
- (m) Health Care Spending Account

An annual credit amount of two-hundred dollars (\$200) will be allocated to a Health Care Spending Account (HCSA). This amount will be allocated to the Employees Health Care Spending Account on January 1st of each year. The HCSA benefit year runs from January 1st to December 31st, with "rolling contributions."

This means that any balance remaining on the last day of the benefit year will be carried forward to, but not beyond the end of, the next benefit year.

In addition to any other benefits currently covered by the Benefits Booklet, Group Benefits Plan of 2022.

23.04 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

23.05 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-two (22) and up to twenty-five (25) for those who are enrolled full-time in school.

23.06 Exemption from Benefits

Employees and/or their dependents are eligible to be exempted from the Health and/or Dental benefits should they provide proof they have similar insurance with another group plan. Should an Employee choose to be exempted from the Health and or Dental benefits they are still required to make payment for the LTD premium. Should an Employee choose to be exempted and their alternate coverage ends, the Employee shall have thirty-one (31) days to reinstate the coverage without any medical application.

23.07 Continuation of Benefits

Where an Employee is on an unpaid leave of absence, the Employee's benefit coverage will be continued for the first month with the usual cost-sharing arrangements. After that first month and subject to the insurance company's requirements, an Employee may elect to continue their benefit coverage while on unpaid leave as long as the Employee makes prior arrangements for the regular payment of the full premiums for the applicable plans. This means an Employee who wishes to continue benefit coverage during an unpaid leave will pre-pay all benefit premiums, including the Employer's and Employee's share on a month-to-month basis.

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of twenty-four (24) months, following the death of a Full-time Employee, other than a retiree.

ARTICLE 24 – TERM OF AGREEMENT

24.01 This Agreement shall be in full force and effect as of April 1st, 2022 and continue in full force and effect through March 31st, 2024, and from year to year thereafter, except as hereinafter provided. If notice to negotiate has been given by either party prior to the termination date of this Agreement, or if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the *Labour Relations Code*.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

25.01 The Employer agrees to pay for any lost wages and costs of any mandatory training that is required to be taken by all Employees as condition for employment.

25.02 In addition to all mandatory training, the Employer shall encourage all permanent Employees to participate in training and development opportunities that will increase their knowledge and skills, and enhance their contributions to the organization, and the clients they serve. To achieve this aim, Employees may apply to attend external courses, conferences, or workshops by submitting a request in writing to Human Resources, at least four (4) weeks prior to the date of attendance. The approval may be for full, partial or no coverage of cost and for paid and/or unpaid time. Such approval shall be subject to relevance of the training to the position, budget and operational requirements. Casual Employees may participate in instances where training opportunities are facilitated by an internal instructor, and the registration quota is not full.

25.03 Professional Memberships

Where an Employee occupies a position that requires them to maintain a professional designation as per the job description, the Employer shall pay for the fees associated with that designation. Initiation and student membership fees may also be paid when the Employee is actively pursuing full-fledged membership. Employees must provide proof that they are a member in good standing with the governing body. Eligibility will not be interrupted by a temporary reassignment or secondment. Should the Employee leave the organization after the fees have been paid, they shall pay back to the Employer the pro-rata amount equivalent to the time remaining to the next annual payment.

ARTICLE 26 – WAGES

26.01 The Employer shall pay salaries/wages bi-weekly in accordance with the Wage Schedule attached hereto and forming part of this Agreement.

Year 1 - 0% + Lump Sum Payment as per conditions of LOU

Year 2 - 0% General Increase to Base Salaries

This document is a true and complete copy of all understandings reached between the representatives of Calgary Alpha House Society (Employer) and the Canadian Union of Public Employees, Local 4731 (Union) in negotiations.


The signatures of the negotiators, below, signify that they have read and understand this Collective Agreement and accept it as a full and accurate compilation of all items agreed to between them.

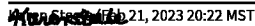
Date: Feb 22, 2023

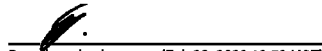
FOR CALGARY ALPHA HOUSE SOCIETY

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731


Kathy Christiansen (Feb 21, 2023 16:31 MST)


Waleed Elrafaih (Feb 21, 2023 16:37 MST)


Mervyn Stastny (Feb 21, 2023 20:22 MST)


Brendon Guberhammer (Feb 22, 2023 19:53 MST)

WAGE SCHEDULE

Effective April 1, 2023

Program	Job Titles	Year 1	Year 2	Year 3
Shelter	Team Lead - 3 on 3 off	27.75	28.86	30.01
	ASW & Assists - 3 on 3 off	23.70	24.65	25.64
	ASW's	23.70	24.65	25.64
Detox	Shift Supervisor - 3 on 3 off	25.73	26.76	27.83
	RSW & Assists - 3 on 3 off	23.70	24.65	25.64
	RSW's	23.70	24.65	25.64
Outreach	Outreach Team Lead - 4 on 3 off	27.75	28.86	30.01
	Outreach Workers	23.70	24.65	25.64
	Needle Response Workers	20.43	21.25	22.10
	Outreach Workers - 3 on 3 off	23.70	24.65	25.64
Permanent Supportive Housing	PSH Buildings Team Lead - 4 on 3 off	27.75	28.86	30.01
	PSH Caseworkers	23.70	24.65	25.64
	PSH Caseworkers - 3 on 3 off	23.70	24.65	25.64
Community Housing	Housing Team Lead - 4 on 3 off	27.75	28.86	30.01
	Diversion & Locators	23.70	24.65	25.64
	Housing Caseworkers	23.70	24.65	25.64
Health Care	LPN	26.00	27.04	28.12
	LPN - 3 on 3 off	26.00	27.04	28.12
	Casual LPN	26.00		
	Health Care Aid	20.00	20.80	21.63
	Janitor Cook	19.86	20.65	21.48
Other	Casual	19.00	19.00	19.00
	Community Engagement Coordinator	26.44	27.50	28.60
	Ambassador Outreach Workers	23.70	24.65	25.64
	Peer Support Worker	19.64	20.43	21.24
	Mental Health Counselor	29.81	31.00	32.24

APPENDIX A - MAXIMUM VACATION APPROVALS PER PROGRAM

Program	CLASSIFICATION	Day	Evening/ Overnight		
Shelter	Team Lead (Assistant) 1 off at a time per shift	X	X		
	Addiction Support Worker 2 per shifts	X	X		
Detox	Shift Supervisor (Assistant) 1 off at a time per shift	X	X		
	Recovery Support Worker 1 Per shift	X	X		
	Licensed Practical Nurse 1 Per shift	X	X		
Outreach	Outreach Team Lead 1 per day per partnership	X	X		
	Outreach Workers 1 per shift per partnership	X	X		
	Needle Response Workers 1 Per shift	X	X		
Permanent Supportive Housing	PSH Buildings Team Lead 2 per day	X	X		
	PSH Caseworkers 1 per Shift per Partnership	X	X		
Community Housing	Housing Team Lead 2 per day	X	X		
	Diversion & Locators 1 per shift per Pod	X	X		
	Housing Caseworkers 1 per shift per Pod	X	X		
Hospitality	Cook / Janitor 1 per shift			Early	Late
				X	X
Other	Casual	N/A			
	Community Engagement Coordinator 1 per shift	X			
	Ambassador Outreach Workers 1 per shift per partnership			X	X
	Peer Support Worker 1 per shift				
	Mental Health Counselor 1 per shift				

LETTER OF UNDERSTANDING #1

Between

CALGARY ALPHA HOUSE SOCIETY
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")

RE: NEW SCHEDULE IMPLEMENTATION

WHEREAS The parties entered into Collective Bargaining for a first Collective Agreement and have negotiated a new schedule.

AND WHEREAS The parties agree that the implementation of these changes will require additional time beyond the end of Collective Bargaining.

Now therefore, the parties agree to as follows:


- (1) A Scheduling Committee will be formed within one month of the completion of negotiations and shall continue to meet regularly until the new schedule is fully implemented.
- (2) The committee will be a sub-committee of the Labour Management Committee. Each party will have at least two (2) persons and no more than four (4) on the committee at any one time, at least one of which will be from the department being impacted.
- (3) At least two members of the current bargaining committee shall be part of the Schedule Implementation Committee.
- (4) The Scheduling Committee's mandate will be to implement the new agreed upon schedule for Employees after ratification and in accordance with Article 14.
- (5) Should any conflict as to the implementation of a new schedule arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.

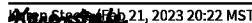
Date: Feb 22, 2023

FOR CALGARY ALPHA HOUSE SOCIETY


Kathy Christiansen (Feb 21, 2023 16:31 MST)

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731


Wael Elrafih (Feb 21, 2023 16:37 MST)


Muna Saeed (Feb 21, 2023 20:22 MST)


Brendon Oberhammer (Feb 22, 2023 19:53 MST)

LETTER OF UNDERSTANDING #2

Between

CALGARY ALPHA HOUSE SOCIETY
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")

RE: MSPP COMMITTEE

WHEREAS The Employer recognizes that the Union has placed a high priority on exploring the feasibility of implementing a Multi Sector Pension Plan (MSPP).

Now therefore, the parties agree to as follows:


- (1) Within six (6) months of ratification of the Collective Agreement, the Employer shall meet with Union representatives for a formalized presentation about the merits of the MSPP and to provide an opportunity for the parties to objectively compare available pension options.
- (2) At least one (1) member of the Alpha House Board of Director's will attend the meeting in addition to management representatives.
- (3) Should any conflict arise between the Employer and the Union specific to the requirements contained within this LOU, such matters shall be subject to the grievance and arbitration procedures
- (4) Any proposed changes that the Union would like considered would be brought forward to the next round of bargaining by CUPE.

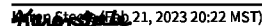
Date: Feb 22, 2023


FOR CALGARY ALPHA HOUSE SOCIETY


Kathy Christiansen (Feb 21, 2023 16:31 MST)

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731


Weer Elrafiah (Feb 21, 2023 16:37 MST)


Mousa Saeed (Feb 21, 2023 20:22 MST)


Brendon Oberhammer (Feb 22, 2023 19:53 MST)

LETTER OF UNDERSTANDING #3

Between

CALGARY ALPHA HOUSE SOCIETY
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")

RE: CUPS NURSING OUTREACH (NORN) SERVICES

WHEREAS the parties understand that CUPS (Calgary Urban Project Society) have a mandate to provide integrated healthcare with its partners that will assist adults and families in Calgary living with the adversity of poverty and traumatic events to become self-sufficient.

AND WHEREAS it is understood that the Employer has a memorandum of understanding with CUPS to provide Nursing Outreach (NORN) to clients of the Employer and that CUPS will provide nursing services within the programs of the Employer to assist and link clients with the appropriate services including at CUPS Health Centre.

Now therefore, the parties agree to as follows:

The nursing time is delivered by CUPS Outreach Nurses who are employed by CUPS and report directly to the Nursing Lead at CUPS.

(1) The Employer further agrees to the following:

- (a) Members of the bargaining unit shall not, at any time, be replaced either permanently, temporarily, or casually with CUPS Nursing Outreach (NORN) Services.
- (b) That no Employee shall be laid off as a result of the Employer utilizing the services of CUPS Nursing Outreach (NORN) Services.
- (c) That no position shall be excluded from, or lost to, the bargaining unit as a result of the Employer utilizing the services of CUPS Nursing Outreach (NORN) Services.
- (d) That the use of CUPS Nursing Outreach (NORN) Services will not adversely affect employment conditions or limit employment opportunities for members of the bargaining unit.
- (e) Shift hours shall not be reduced as a result of the use of CUPS Nursing Outreach (NORN) Services.


(f) That CUPS Nursing Outreach (NORN) Services shall not participate or take part in the discipline of members of the bargaining unit.

Date: Feb 22, 2023


FOR CALGARY ALPHA HOUSE SOCIETY

Kathy Christiansen
Kathy Christiansen (Feb 21, 2023 16:31 MST)

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731


W. H. Tralish (Feb 21, 2023 16:37 MST)

~~W. H. Tralish~~
~~W. H. Tralish (Feb 21, 2023 20:22 MST)~~


Brendon Oberhammer (Feb 22, 2023 19:53 MST)

LETTER OF UNDERSTANDING #4

Between

CALGARY ALPHA HOUSE SOCIETY
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")

RE: PRACTICUM STUDENTS

WHEREAS the parties agree that allowing students to complete a four-month practicum at Alpha House contributes to the professional development of these students;

AND WHEREAS the parties agree that it is important to have a common understanding on the role that these students play while they work at Alpha House;

Now therefore, the parties agree to as follows:

Practicum Students who perform work that is within the scope of the bargaining unit do so on a limited basis in a learning capacity to fulfill requirements for completion of their education program. Practicum Students are not considered Employees of the Employer and as such are not within the scope of the collective agreement.

Practicum Students will be accepted at the workplace under the following conditions:

- (1) Practicum Students shall not be paid by the Employer.
- (2) That Practicum Students are made aware that they are working in a Unionized environment where a collective agreement is currently in force.
- (3) The Employer further agrees to the following:
 - (a) Members of the bargaining unit shall not, at any time, be replaced either permanently, temporarily, or casually with Practicum Students.
 - (b) That no Employee shall be laid off as a result of the Employer utilizing the services of Practicum Students
 - (c) That no position shall be excluded from, or lost to, the bargaining unit as a result of the Employer utilizing the services of Practicum Students.
 - (d) That the use of Practicum Students will not adversely affect employment conditions or limit employment opportunities for members of the bargaining unit.
 - (e) Shift hours shall not be reduced as a result of the use of Practicum Students.

- (f) That Practicum Students shall not participate or take part in the discipline of members of the bargaining unit.
- (4) Should any conflict as to the use of Practicum Students arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.


This Letter of Understanding shall form part of the Collective Agreement.

Date: Feb 22, 2023


FOR CALGARY ALPHA HOUSE SOCIETY

Kathy Christiansen
Kathy Christiansen (Feb 21, 2023 16:31 MST)

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731


Weet Elrafih (Feb 21, 2023 16:37 MST)

~~Mr. S. S. S.~~
~~Mr. S. S. S. (Feb 21, 2023 20:22 MST)~~


Brendon Oberhammer (Feb 22, 2023 19:53 MST)

LETTER OF UNDERSTANDING #5

Between

CALGARY ALPHA HOUSE SOCIETY
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")

RE: VOLUNTEER WORKERS

Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting Alpha House to meet its objectives.

Volunteers will be accepted at the workplace under the following conditions:

- (1) Volunteers shall not be paid by the Employer.
- (2) That volunteers are made aware that they are working in a Unionized environment where a collective agreement is currently in force.
- (3) The Employer agrees:
 - (a) Members of the bargaining unit shall not, at any time, be replaced either permanently, temporarily, or casually with volunteer worker(s).
 - (b) That no Employee shall be laid off as a result of the Employer utilizing the services of volunteers
 - (c) That no position shall be excluded from, or lost to, the bargaining unit as a result of the Employer utilizing the services of volunteers.
 - (d) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities for members of the bargaining unit.
 - (e) Shift hours shall not be reduced as a result of the use of volunteers.
 - (f) Volunteer workers may only be used to assist with food preparation, kitchen cleanup, general cleaning, laundry, preparation of harm reduction supplies, and participate as peer support in the twelve step programming and recovery coaching but shall not, at any time, be used to replace Employees.
 - (g) That volunteers shall not participate or take part in the discipline of members of the bargaining unit.

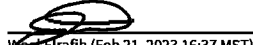
(4) Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.

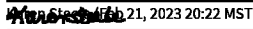
Date: Feb 22, 2023


FOR CALGARY ALPHA HOUSE SOCIETY


Kathy Christiansen (Feb 21, 2023 16:31 MST)

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731


Waet Elrafih (Feb 21, 2023 16:37 MST)


Mrs. S. S. S. (Feb 21, 2023 20:22 MST)


Brendon oberhammer (Feb 22, 2023 19:53 MST)

LETTER OF UNDERSTANDING #6

Between

**CALGARY ALPHA HOUSE
Society (the "Employer")**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")**

RE: PAYMENT OF STAFF PARTICIPATING IN COLLECTIVE BARGAINING

The Employer recognizes the importance of allowing employees to participate in union business, specifically negotiations and ratification. Therefore, it is understood and recognized that Union representatives be granted time off to carry out these functions.

- (1) The Union will submit written request for time off to the employer. The Union shall be invoiced for time off requested.
- (2) The employees involved in these activities will not be debited or removed from the payroll and the time off charged will be the actual hours of work missed.
- (3) The employer will submit an invoice together with a copy of the written request from the Union.
- (4) The employer will invoice the union for the actual hours of work spent by the employee In negotiations and ratification including base salary, any premiums that would accrue, and all benefits costs for the time spent, actual and/or pro-rated as appropriate.


This Letter of Understanding shall form part of the Collective Agreement.

Date: Feb 22, 2023


FOR CALGARY ALPHA HOUSE SOCIETY

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731

Kathy Christiansen
Kathy Christiansen (Feb 21, 2023 16:31 MST)


W. P. Clrafih (Feb 21, 2023 16:37 MST)

~~W. P. Clrafih~~ (Feb 21, 2023 20:22 MST)


Brendon Oberhammer (Feb 22, 2023 19:53 MST)

LETTER OF UNDERSTANDING #7

Between

CALGARY ALPHA HOUSE SOCIETY
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731-07
(the "Union")

RE: TRANSITIONAL ISSUES

WHEREAS the parties agree on the need to identify certain transitional issues;

Now therefore, the parties agree to the following:


- (1) The current wage scales and schedule shall continue to apply until a new schedule is implemented, as provided for in Article 14 the Collective Agreement.
- (2) The date for the implementation of a new schedule shall be April 1, 2023.
- (3) The employer shall maintain the current RRSP contribution plan for all eligible employees who are currently members of the plan. Employer contributions shall end once the new schedule is implemented.
- (4) Employees with remaining sick leave credits shall have those credits rolled over to be used as allowed under the conditions of the collective agreement. The employer shall use the terms of the employer's sick leave policy to advance sick leave credits to those employees with no sick leave credits remaining.
- (5) The Night Shift Premium under article 20.01 will come into effect with the implementation of the new schedule on April 1, 2023.

Date: Feb 22, 2023


FOR CALGARY ALPHA HOUSE SOCIETY

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731

Kathy Christiansen
Kathy Christiansen (Feb 21, 2023 16:31 MST)


Waer Elrafih (Feb 21, 2023 16:37 MST)

~~Waer Elrafih~~
~~Waer Elrafih (Feb 21, 2023 20:22 MST)~~


Brendon Oberhammer (Feb 22, 2023 19:53 MST)