

COLLECTIVE AGREEMENT

between

Fear is Not Love Society

and

CUPE / *Canadian Union
of Public Employees*

**Canadian Union of Public Employees,
Local 4731**

January 1, 2024 to December 31, 2026



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ARTICLE 1 – PREAMBLE

1.01 The purpose of this Agreement is to maintain harmonious relationships among the Employer, Employees and Union relative to working conditions of Employees while ensuring the best and most efficient service to clients.

The Parties recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions as defined in the Collective Agreement.

1.02 Where this Agreement conflicts with legislation, the greater of the two (2) benefits shall apply. The Parties shall not agree to less than minimum standards of the *Employment Standards Code* (Alberta).

1.03 In the spirit of reconciliation, we honour and acknowledge Treaty 7 lands, which are the traditional territory of the Siksika, Kainai, Tsuu'tina, Piikani, the Stoney Nakoda Nation, and an important trading center for the Metis of Region 3 of the Metis Nation of Alberta. We recognize that we are Treaty people and have a responsibility to understand our history and the spirit and intent of Treaty 7 so that we can honour the past, be aware of the present, and build a just and caring future based on peace, friendship and understanding.

ARTICLE 2 – DEFINITIONS

2.01 Employee

“Employee” means a person employed by Fear is Not Love Society who is in the bargaining unit and covered by Labour Relations Board Certificate Number C2143-2023.

2.02 Full-time Employees

Full-time Employees means Employees who work thirty-five (35) hours or more per week.

2.03 Part-time Employees

Part-time Employees means Employees who work scheduled hours varying from eighteen (18) up to thirty-four (34) hours per week.

2.04 Probationary Employee

Probationary Employees means Employees subject to a Probationary Period as defined in Article 26 of this Agreement.

2.05 Relief Employees

Relief Employees are hired;

(a) to work scheduled hours less than eighteen (18) hours per week; or

- (b) to work on an irregular or call-in basis to perform work made available as a result of the absence of the Employee who normally holds that position, or
- (c) to perform work as required by the Employer.

2.06 Temporary Employees

Temporary Employees means Employees who are hired on a Full-time or Part-time basis for a limited term not to exceed one (1) year.

A Temporary Employee may be hired for up to eighteen (18) months to provide coverage for a Maternity/Parental/Adoption Leave absence, and a Temporary Employee contract may be extended up to twenty-four (24) months to provide coverage for an illness or disability related leave of absence.

2.07 Seconded Employees

Seconded Employees means Employees who are temporarily appointed to a position, other than their own position, in the bargaining unit, on a temporary basis in accordance with Article 12.09 of the Collective Agreement.

2.08 Floater (Client Services)

Floater (Clients Services) means a Counsellor who is a Temporary Employee in a Part-time position that is guaranteed hours of work between eighteen (18) and thirty-four (34) per week and provides support on a regular and as needed basis to different programs offered by the Agency to the public.

2.09 Union

Union means the Canadian Union of Public Employees, Local 4731.

2.10 Unless otherwise identified within a specific Article, “days” is defined as:

- (a) Calendar days will mean consecutive days without exception;
- (b) Working day will mean consecutive calendar days exclusive of Saturday, Sunday and Holidays as specified in Article 16.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Agreement.

3.02 Not Discriminatory

The Employer will exercise its rights in a fair and reasonable manner. Management rights will not be used to direct the working force in a discriminatory manner.

ARTICLE 4 – RECOGNITION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees - Local 4731 as the sole and exclusive bargaining agent at Fear is Not Love Society.

4.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, except in cases of emergency.

4.03 No Other Agreements

No Employee, or group of Employees, will be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

4.04 The Union will advise the Employer, in writing, of the Union Stewards, and the Union Executive, and the Employer will advise the Union, in writing, of the designated Employer representatives, on the Date of Ratification of this Collective Agreement. Each of the parties will advise the other, in writing, of changes to their representatives as those changes occur.

ARTICLE 5 – NO DISCRIMINATION, HARASSMENT, OR VIOLENCE

5.01 Discrimination

There will be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political affiliation or activity, or participation or non-participation in lawful activities on behalf of the Union.

5.02 Harassment

The Parties agree no Employee shall be subjected to harassment. Harassment shall be defined as a single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person who knows or ought reasonably to know will cause offence or humiliation to another, or adversely affect another's health and safety.

This includes harassment based on any protected ground as outlined in the *Alberta Human Rights Act*, and/or sexual harassment.

Harassment does not include any reasonable direction provided by a manager or supervisor to a subordinate at Fear is Not love. The proper discharge of workplace and supervisory responsibilities, including but not limited to, disciplinary action, is not harassment.

5.03 Violence

The Parties agree no Employee shall be a victim of violence in the workplace. Violence is the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm and can include:

- Physical attack or aggression;
- Threatening behaviour;
- Verbal or written threats;
- Domestic violence, and/or
- Sexual violence.

All incidents of violence between an Employee and non-Employee will be reported as soon as practicable to the Employee's immediate supervisor and electronically to the Occupational Health and Safety Committee. All other incidents of violence will be reported to Human Resources.

ARTICLE 6 – UNION MEMBERSHIP AND DUES

6.01 Potential Employees

The Employer agrees to advise applicants for employment in the bargaining unit of the Union's representation and the conditions of employment as set out in this Article.

6.02 Union Membership

All Employees will, as a condition of employment, become a member of the Union and remain in good standing.

6.03 Copies of Agreement

The Employer will provide new Employees with a copy of the Collective Agreement and advise the Employee of the name and contact information of the Union Stewards before, or on, date of hire.

6.04 Check-off Payments

The Employer will deduct from every Employee dues, initiation fees, or assessment levied by the Union on its members.

6.05 Deduction of Union Dues

Deductions will be made from each payroll and will be forwarded to CUPE National not later than the fifteenth (15th) day of the following month, accompanied by a list of the names, addresses, personal telephone numbers, work email addresses, and classifications, seniority dates and terminations/resignations of Employees from whose wages the deductions have been made. A copy of this list will be forwarded electronically by the Employer to the Secretary-Treasurer of Canadian Union of Public Employees, Local 4731, with a copy to the CUPE National Representative. For clarity, the Union will only use Employees' personal information to fulfil the Union's statutory obligations under the *Labour Relations Code* (Alberta) or other similar legislation.

ARTICLE 7 – BARGAINING COMMITTEE AND NEGOTIATIONS

7.01 Bargaining Committee

A Union Bargaining Committee will consist of not more than three (3) members of the Bargaining Unit. As identified in Letter of Understanding #1, no more than two (2) Committee members will come from any one Team. The Union will advise the Employer of the Employees on the Union Bargaining Committee and the Employer will notify the Union of the Employer Bargaining Committee members.

7.02 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting will be held at a time and place fixed by mutual agreement. Such meeting will not be unreasonably delayed.

7.03 Time Off for Meeting

The three (3) members of the Bargaining Committee will, upon the commencement of formal negotiations, have the right to attend bargaining meetings with the Employer without loss of pay.

ARTICLE 8 - REPRESENTATION

8.01 Union Business

- (a) Union Stewards and members of the bargaining unit will conduct union business on their own time.
- (b) The Union requires prior written approval by the Chief Executive Officer or designate as determined by the Chief Executive Officer to use the Employer's premises, equipment or supplies for Union business.
- (c) In scheduling Union business, the Union and the Employer agree that Fear is Not Love Society client matters will be taken into consideration.

- (d) Union Stewards will be granted time off without loss of regular earnings, subject to operational demands, to attend disciplinary interviews, investigate grievances, and/or meet with grievors. Union Stewards will record paid time spent on union business under a separate pay code provided by the Employer.
- 8.02 Employees who are disciplined, or who have initiated a grievance, will be granted time off without loss of regular earnings, subject to operational demands, to meet with the Union Steward and to attend disciplinary interviews and/or grievance meetings.
- 8.03 The Local has the right to have the assistance of a Canadian Union of Public Employees National Representative when meeting with the Employer. Such Representative(s) will obtain prior written approval of the Chief Executive Officer or designate as determined by the Chief Executive Officer for access to the Employer's premises for any reason.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Grievance Definition

- (a) A grievance is defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement.
- (b) A grievance may be an individual grievance which will be initiated at Step 1 except in cases of suspension or termination from employment which will commence at Step 2.
- (c) A group or policy grievance will be initiated at Step 2.
- (d) The Union and its Union Representatives will have the right to initiate a grievance on behalf of an Employee in an individual grievance, or group of Employees in a group grievance.
- (e) Both the Employer and the Union can initiate a policy grievance.

9.02 General

- (a) In the case of a group or policy grievance, the grievance will be submitted to the Chief Executive Officer within seven (7) working days of the incident, or within seven (7) working days of when the Union ought to have been aware of the incident, giving rise to the grievance.
- (b) If the grievance is initiated by the Employer; the grievance will be submitted to the National Representative within seven (7) working days of the incident or within seven (7) working days of when the Employer ought to have been aware of the incident, giving rise to the dispute.
- (c) At each step of the grievance procedure, the grievor has the right to be present.
- (d) The time limits fixed in the Grievance Procedure may be extended in writing by mutual agreement between the Employer and the Union.

If either party fails to comply with the time limits set out in this Article 9, or as extended by mutual agreement, the grievances shall proceed according to the required time limits to the next succeeding stage of the grievance procedure.

9.03 Preliminary Discussion

The Employee will, within seven (7) working days of the incident giving rise to the dispute or within seven (7) working days of when the Employee ought to be aware of the incident, first seek to settle the dispute through discussion with their immediate supervisor outside the bargaining unit.

If the dispute is not resolved satisfactorily, it may then become a written grievance and be advanced to Step 1.

9.04 Steps of the Grievance Procedure

STEP 1

An Employee who has a grievance will submit the grievance in writing with full particulars regarding the Article(s) of the Collective Agreement alleged to have been violated, related details, and the remedy sought to their immediate supervisor outside the bargaining unit within seven (7) working days of the discussion with their immediate supervisor.

The immediate supervisor will, within seven (7) working days of receipt of the written grievance, arrange a meeting with the grievor, their Union Steward and a designate appointed by the Chief Executive Officer.

The immediate supervisor will respond in writing within seven (7) working days of the receipt of the grievance or the grievance meeting, whichever is later.

STEP 2

Where a grievance is not resolved at Step 1, it may be advanced to the Chief Executive Officer providing that it is advanced in writing stating the specific reasons for disagreement with the decision at Step 1 within seven (7) working days of receipt of the response in Step 1.

The Chief Executive Officer will, within seven (7) working days of receipt of the grievance, hear the grievance. The Chief Executive Officer will render a written reply to the Union within seven (7) working days of the grievance meeting.

STEP 3

Failing a satisfactory settlement being reached at Step 2, the grievance may be referred to Arbitration within fourteen (14) working days of receipt of the decision from the Chief Executive Officer. Such request to establish an Arbitration Board will be made in writing via time stamped fax or email, to the attention of the Chief Executive Officer.

9.05 Arbitration Board

- (a) Each party will within fourteen (14) working days of receipt of the referral to Arbitration, appoint a nominee.
- (b) The nominees will, within fourteen (14) working days of the later of the two (2) appointed, agree on a Chair.
- (c) If the two (2) nominees fail to agree upon a Chairperson the appointment will be made by the Director of Mediation Services upon request of either party.
- (d) The Arbitration Board will hear the matter and render a decision.
- (e) The Arbitration Board has all the authority necessary to provide a final and conclusive settlement of a dispute arising under the provisions of the Collective Agreement.
- (f) By mutual agreement the parties may agree to a single Arbitrator.
- (g) Each party will pay the fees and expenses of its appointed nominee and one-half (½) of the fees and expenses of the Arbitrator/Chairperson.

ARTICLE 10 – DISCIPLINE, TERMINATION, RESIGNATION

10.01 Discipline and Termination

- (a) The Parties agree that a progressive discipline model shall be followed. Coaching shall not be considered disciplinary. The progressive discipline steps may include verbal warning, written warning, disciplinary suspension, and/or termination of employment. This does not prevent immediate disciplinary suspension and/or termination from employment for just cause, where appropriate, subject to the Grievance Procedure.
- (b) An Employee who has been subject to discipline may, after twelve (12) months, request in writing that their personnel file be cleared of any record of Discipline. Such request will be granted provided the Employee's file does not contain any further record of disciplinary action during that twelve (12) month period, and the disciplinary action is not the subject of an unresolved grievance.
- (c) Where the Employer intends to place an Employee on a paid administrative suspension for the purpose of a workplace investigation, or discipline an Employee, the Employer will notify the Employee in advance of the purpose of the meeting in order that the Employee may contact a Union Steward to be present.
- (d) When the Employer disciplines or terminates an Employee, the Employer will provide the Employee and the Union Executive with a copy of the discipline or termination notice within three (3) working days of the effective date of the discipline or termination.
- (e) Any Employee who is asked to participate in an investigation shall be offered the opportunity to have Union representation.

10.02 Crossing of Picket Lines During Strike

Employees have the right to refuse to cross a picket line at any location in the course of their duties which presents a clear risk of physical harm.

10.03 Access to Personnel File

- (a) An Employee will have the right to review their personnel file and will have the right to respond in writing to any document contained therein. The CEO or designate as determined by the CEO will be present at such a review. Such reply will become part of the permanent record.
- (b) When a grievance has been filed, the Union shall be provided with copies of personnel files upon request so long as the grieving Employee has consented to release of their personnel file to the Union.

10.04 Resignation

- (a) An Employee who intends to resign will give fourteen (14) days written notice to their immediate supervisor of such intention.
- (b) If an Employee voluntarily resigns from their current position and is subsequently hired into another position within the bargaining unit, the Employee will lose all seniority rights in accordance with Clause 11.03(b). Upon being rehired, the Employee's seniority rights and other employment entitlements under this Collective Agreement will be determined based on the Employee's rehire date. Upon being rehired, the Employee must complete a probationary period in accordance with Article 26 of this Collective Agreement.
- (c) After the Employee has provided written notice of resignation, the Employee will not take any Vacation Leave or any Well-being Days, unless such Vacation Leave or Well-being Day(s) was previously authorized or approved in accordance with Articles 17 or Article 18. The Employee will not take any other additional time off after providing written notice of resignation, unless such time off is approved by the Employee's Supervisor, which will only be granted in cases of emergency or Sick Leave.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority means the length of service in the bargaining unit from the last date of hire to a permanent position. Seniority will operate on a bargaining unit-wide basis. Probationary Employee, and Temporary and Relief Employee, seniority shall be subject to Articles 26 and 27 of this Collective Agreement, respectively.

11.02 Loss of Seniority

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

During lay-off or leave of absence without pay (except leave of absence for Union business or Maternity or Parental Leave) seniority will not be accumulated after the first thirty (30) calendar days.

11.03 An Employee will lose seniority in the event of:

- (a) discharge for just cause, without reinstatement;
- (b) voluntary resignation in writing;
- (c) absence of two (2) consecutive scheduled shifts without notice to, or approval of the Employer;
- (d) failure to return to work within the ten (10) working days following a layoff;
- (e) a non-job protected leave of absence as provided for under the *Employment Standards Code* (Alberta), or breaks in service, exceeding fifty-two (52) consecutive weeks.

ARTICLE 12 – VACANCIES AND POSTINGS

12.01 Job Postings

When a vacancy occurs or a new or temporary position of more than thirty (30) days duration is created, the Employer will notify the Union in writing and will issue an announcement internally. The vacancy will remain open until the vacancy is filled and will be advertised externally within seven (7) calendar days of the vacancy. Qualified internal applicants will be interviewed first, prior to external applicants. Where management intends not to post a vacancy, the Union will be advised of the reasons why.

Employees do not have the right to grieve management vacancies.

12.02 Information in Postings

Postings will state the nature of the position, qualifications, required knowledge and education, skills, shifts, hours of work, wage or salary rate or range and term of position. Such qualifications may not be established in an arbitrary or discriminatory manner.

12.03 Role of Seniority in Promotions and Transfers

Any vacant position, transfer or promotion within the bargaining unit will be filled according to education, training, experience and ability. Where such factors are relatively equal, seniority will be the deciding factor.

12.04 Trial Period

A successful applicant who has previously completed their Probationary Period must complete a trial for a period of two hundred and twenty-eight (228) hours of work or sixty (60) calendar days, whichever comes first.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new position, they will be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions will also be returned to their former position, wage or salary rate, without loss of seniority.

12.05 Promotions Regarding Higher Qualifications

Consideration will be given to the senior applicant who may not possess the required qualifications, but who will obtain the required qualifications within a reasonable period of time as specified by the Employer.

Should the Employee fail to achieve the required qualifications within the prescribed period of time the Employee may, at the sole discretion of the Employer and without access to the Grievance Procedure, be returned to her former position.

12.06 Notification to Employee and Union

The Employer will advise the Local Site Vice-President of the name of the successful applicant within seven (7) calendar days of appointment.

12.07 Temporary Assignments outside the Bargaining Unit

- (a) Employees who post into a temporary position outside of the bargaining unit will retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee will not be covered by the Collective Agreement during this period.
- (b) Such Employee will have the right to return to their former position, wage or salary rate in the bargaining unit during their trial period which will be a maximum of sixty (60) calendar days.
- (c) At the conclusion of the temporary position, the Employee will return to their former position at the former rate of pay that will be adjusted.
- (d) Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position, wage or salary rate in the bargaining unit.

12.08 Eligibility for Posting

When an Employee is in a probationary period, as defined in Article 26 of this Agreement, or in a trial period as defined in Clause 12.04 (above), they are not eligible to apply for another position.

12.09 Seconded Employees

- (a) Seconded Employees will continue to accumulate their seniority rights during the term of the secondment.

- (b) Seconded Employees will receive the wage, and other entitlements under this Collective Agreement, commensurate with the position they are seconded into.
- (c) Seconded Employees will have the right to return to their former position, and wage rate, in the bargaining unit during the term of their secondment by providing the Employer with seven (7) working days' notice.
- (d) At the conclusion of the secondment, the Seconded Employee will return to their former position at the former rate of pay (if applicable).
- (e) Subject to Articles 13 and 26, any other Employee transferred because of the re-arrangement of positions may be returned to their former position, wage or salary rate, and without loss of seniority.
- (f) If the Employer directs the secondment of the Employee, the Employee shall receive their current wage or the wage of the seconded position, whichever is greater.

ARTICLE 13 – LAY-OFFS AND RECALLS

13.01 Definition of Lay-Off

A lay-off will be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

13.02 Role of Seniority in Lay-Offs

Both parties recognize that job security will increase in proportion to seniority. Therefore, in the event of a lay-off, Employees will be laid-off in the reverse order of their seniority provided such Employees remaining have the necessary skills, qualifications, and ability to perform the work that is available, subject to Article 12.05 of this Agreement. An Employee about to be laid-off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the less senior Employee.

The decision as to whether an Employee is currently qualified to perform the work of a less senior Employee will rest with the Chief Executive Officer or a designate as determined by the Chief Executive Officer.

13.03 Recall Procedure

Subject to being currently qualified, Employees will be recalled in order of their seniority provided the senior Employee has the necessary skills, qualifications, and ability to perform the work that is available, subject to Article 12.05 of this Agreement. Recall protection will not exceed the period of one (1) year. Employees being laid-off must keep the Employer informed of their current address and telephone number and email. Laid-off Employees who fail to keep the Employer so informed, or who fail to return to work within ten (10) days of receiving notice to report, will forfeit all recall and seniority rights under this Agreement.

In the event of a medical or family emergency, the Employee, giving appropriate notice to the Chief Executive Officer of such an event, will be permitted up to an additional ten (10) days to report to work.

13.04 No New Employees

New Employees will not be hired until those laid-off have been given an opportunity of recall, provided that the laid-off Employees have the necessary skills, qualifications, and ability to perform the work that is available.

13.05 Advance Notice of Lay-Off

The Employer will provide the Site Vice-President of the Local notice of impending lay-offs five (5) working days prior to notification being given to the Employee(s) affected.

The Employer will notify Employees who are to be laid-off, fifteen (15) working days prior to the effective date of lay-off, or as stipulated in Employment Standards, whichever is greater.

13.06 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls must be initiated at Step 1 of the Grievance Procedure.

13.07 Where a proposed layoff or recall is contemplated where seniority is not the deciding factor, the Employer will consult with the Union prior to effecting the layoff or recall.

ARTICLE 14 – HOURS OF WORK

14.01 It is understood and agreed that the staff will provide for continuous twenty-four (24) hour operation Monday through Sunday.

(a) Full-time Employees, will normally work seven (7) hours/day; thirty-five (35) hours/week; Monday to Friday with the following exceptions:

- (i) Shelter Counsellors will normally work eight point seven five (8.75) hours/day on the following shift pattern:
- Day shift will work Sunday to Wednesday or Wednesday to Saturday;
 - Evening shift will work Tuesday to Friday or Saturday to Tuesday; and
 - Overnight shift will work Tuesday to Friday.
 - Shelter Counsellors shall be allowed shift exchanges on an exceptional basis provided they obtain the approval of their Supervisor. Such approval shall not be unreasonably denied.

A shift exchange shall not be granted to accept an overtime shift or if it would result in missing a scheduled training course. An Employee unable to honour an approved shift exchange must replace themselves and must have the approval of their Supervisor.

- (ii) All other Counsellors and Therapists shall work Monday to Friday seven (7) hours per day or at their option with the Employer's approval eight point seven five (8.75) hours Monday to Thursday or Tuesday to Friday.
- (b) Part-time Employees normal hours of work vary from eighteen (18) up to thirty-four (34) hours per week.
- (c) For Relief and Temporary Employees, the total hours of work will not exceed forty-four (44) hours per week.

14.02 Rotating Shifts

Employees who are required to rotate shifts will be assigned day duty not less than one-third (1/3) of the time unless otherwise mutually agreed by the Employer and the Union.

14.03 Shift Changes

- (a) Shift Schedules for the Floater (Client Services) will be posted not less than five (5) days in advance.
- (b) Shift schedules for all other Employees will be posted not less than two (2) weeks in advance.
- (c) There will be no split shifts.

14.04 Rest Periods

- (a) An Employee working five (5) hours or more is entitled to two (2) fifteen (15) minute paid breaks during the shift. An Employee working seven (7) or more hours is additionally entitled to one (1) hour unpaid meal break during the shift. An Employee working less than five (5) hours is entitled to one paid fifteen (15) minute break during the shift.
- (b) Notwithstanding the foregoing, Shelter Counsellors and Early Childhood Professionals-who work seven (7) or more hours, are entitled to a one (1) hour paid meal break provided the Shelter Counsellor or Early Childhood Professional remains at the Shelter. If the Shelter Counsellor or Early Childhood Professional leaves the Shelter with the permission of their supervisor, the meal break shall be unpaid.
- (c) An Employee that does not take their meal break during the shift is not permitted to end their shift early, unless approval from their supervisor is obtained.

ARTICLE 15 – OVERTIME

15.01 Payment of Overtime

- (a) All overtime must be authorized or directed. Any overtime worked beyond an Employee's scheduled daily hours or weekly scheduled hours, whichever is greater, will be compensated as follows: time and a half (1½x) for the first four (4) hours and double time (2x) for any additional hours.
- (b) All overtime will be paid out at the applicable rate of pay. An Employee may request to take paid time off in lieu of overtime pay. Notwithstanding Clause (a) above, paid time off in lieu of overtime pay accrues at a 1.0 rate (i.e., one (1) hour of paid time off in lieu of overtime pay for each one (1) hour of overtime worked). An Employee must take the paid time off in lieu of overtime pay within three (3) months of it having been earned.

15.02 Authorized and Directed Overtime

- (a) The Employer will determine when overtime is necessary and for what period of time it is required.
- (b) Employees will be eligible for overtime pay in accordance with Clause 15.01 if it is either authorized or directed by the Employer.
- (c) Authorized overtime means overtime that is pre-approved by the Employer, including overtime that may be accrued at the conclusion of an Employee's scheduled shift (i.e., a shift extension).
- (d) Directed overtime means work performed by an employee on a scheduled or unscheduled basis as directed by the Employer. For clarity, the Employer may require an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requiring the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work additional overtime, except in an emergency, without being subject to disciplinary action. The Employer shall endeavour to minimize the use of directed overtime.
- (e) Any work performed by an Employee that is not authorized or directed overtime will be paid at the Employee's regular rate of pay, unless an Employee exceeds twelve (12) hours in one day or forty-four (44) hours in a week.

15.03 Part-Time, Relief and Temporary Employees

Part-Time, Relief and Temporary Employees working less than the normal hours of work stated in Clause 14.02, who are required to work longer than their usual daily hours, shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily hours for full time Employees in the same classification, after which the provisions of Clause 15.01 apply.

15.04 Additional Available Shifts

- (a) Any Employee may pick up additional available shifts, as may be offered by the Employer from time to time, at their regular rate of pay up to forty-four (44) hours per week.
- (b) The Employer may decline an Employee's request or acceptance to work an additional available shift outside of their regular work hours if it would require payment of overtime.
- (c) The Employer will maintain a consistent procedure for the call out of Employees to perform additional available shifts.
The Employer will call out in the following order:
 - (i) Part-time (Permanent and Temporary)
 - (ii) Relief
 - (iii) Permanent Full-time by seniority
 - (iv) Temporary Full-time
 - (v) Employees holding dual positions

The above procedure does not apply to shift extensions, or additional available shifts that become available on the same day that coverage is required.

15.05 Overtime on Scheduled Days Off

When an Employee is required to work by the Employer on their scheduled days off with less than seven (7) calendar days' notice, the Employee will be compensated for the first day at time and one-half (1½x) and the subsequent consecutive days that are worked at double time (2x).

If the Employee is given seven (7) calendar days' notice and works on their scheduled day off, the Employee will be paid straight time unless the Employee works in excess of forty-four (44) hours per week or in excess of their regular hours of work for that day. Overtime will be paid for the first day at time and one-half (1½x) and the subsequent consecutive days that are worked will be paid at double time (2x).

15.06 Time Off Between Shifts

With the exception of voluntary shift exchanges, failure to provide at least twelve (12) hours rest to Employee's between shifts which are being changed, will result in compensated overtime at established rates for any hours worked during normal rest periods.

15.07 Schedule Changes

When the Employer makes a change to an Employee's shifts within the schedule without a minimum of seventy-two (72) hours' notice, the Employee will be compensated as follows:

- (a) if the Employee is required to work the same day and the same number of hours in that day but has a different start and end time, the Employee will be paid at time and one-half (1½x) for any hours that fall outside the hours the Employee would otherwise have worked.
- (b) if the Employee is required to do shifts other than what the Employee is scheduled for, the Employee will be compensated at one point five times (1½x) for the first shift and double time (2x) for subsequent consecutive shifts.

ARTICLE 16 – GENERAL HOLIDAYS

16.01 In this Article and Article 27, "Average Daily Wage" is calculated by averaging the Employee's wages, exclusive of overtime, vacation pay, and general holiday pay, in the four (4) week period ending on the last day of the pay period immediately preceding the general holiday.

16.02 Paid General Holidays for Full-time and Part-time Employees

The Employer recognizes the following as paid General Holidays:

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

The first shift of the day will be the shift recognized for holiday purposes for the overnight shift.

16.03 To qualify for General Holiday pay, the Employee must:

- (a) have worked their scheduled shift immediately preceding and following the General Holiday, except where the Employee is absent due to an approved leave of absence;
- (b) work on the holiday when the Employee is scheduled or required to do so.

16.04 Compensation for Holidays on Saturday and Sunday

When any General Holidays falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday), will be deemed to be the holiday for the purpose of this Agreement.

16.05 Compensation for Holidays Falling on Days Scheduled to Work

A Full-time or Part-time Employee who is scheduled to work on a General Holidays will receive a day off with pay in an amount that is at least the Employee's Average Daily Wage on a mutually agreeable day, in addition the rate of time and one-half times (1½x) their regular shift rate for all hours worked on the applicable General Holiday.

16.06 Compensation for General Holidays Falling on Schedule Days Off

(a) Full-time Employees

When a General Holiday falls on a Full-time Employee's scheduled day off, the Full-time Employee will receive a day's pay that is at least the Employee's Average Daily Wage or another day off with pay that is at least the Employee's Average Daily Wage at a time mutually agreed.

(b) Part-time Employees

When a General Holiday falls on a Part-time Employee's scheduled day off, the Part-time Employee will receive a day's pay that is at least the Employee's Average Daily Wage or another day off with pay that is at least the Employee's Average Daily Wage at a time mutually agreed.

16.07 Where a Full or Part-time Employee has earned a day off in accordance with Article 16.05 or 16.06 of this Agreement, the Full or Part-time Employee must schedule, with the consent of the Employer, the day off prior to their next scheduled vacation leave, otherwise the Full or Part-time Employee will receive a day's pay in lieu of a scheduled day off.

16.08 Accumulated Lieu Holidays

An Employee will have the right to accumulate up to three (3) days in lieu of holidays worked, to be taken in a block at a time mutually agreed and to be taken by March 31 of the following year.

ARTICLE 17 – VACATION LEAVE

17.01 Length of Vacations

Full-time and Part-time Employees will receive annual vacation with pay as follows:

- (a) Two (2) weeks [equivalent to regular working days per week] in the first year of employment.

- (b) Three (3) weeks [equivalent to regular working days per week] in the second year of employment.
- (c) Four (4) weeks [equivalent to regular working days per week] in the third, fourth, fifth and sixth years of employment.
- (d) Five (5) weeks [equivalent to regular working days per week] in the seventh, eighth, ninth and tenth year of employment.
- (e) Six (6) weeks [equivalent to working days per week] in the eleventh through twentieth year of employment.
- (f) Seven (7) weeks [equivalent to regular working days per week] in the twenty first and subsequent years of employment.

17.02 Vacation Pay on Termination

Upon termination of employment, Employees will be paid for any vacation days accrued but not yet taken.

17.03 Preference in Vacations

- (a) Employees must submit their annual vacation preference electronically by March 1st of each year.

For vacation preferences occurring prior to September 1st, the Employer will respond to the request(s) by April 1st.

For vacation preferences occurring after September 1st, the Employer will respond to the request(s) by July 1st.

- (b) It is understood and agreed that the Employer will give every consideration to the Employee's preference, based on seniority, as to the timing of their vacation, however, vacation time will be granted based on operational need.
- (c) Where more than one Employee requests the same vacation time, seniority will be the determining factor provided the demands of the operation can be met.
- (d) When an Employee submits a request electronically after March 1st the vacation request will be granted based on a first come first served basis depending on the demands of the operation regardless of seniority.
- (e) An Employee will not take vacation leave without prior authorization from the Employer. Once vacations are authorized, they will not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

17.04 Vacation Accrual

- (a) Vacation entitlement is based on the Employee's anniversary year and does not need to be accrued to be taken.

However:

- In the event an Employee uses their total vacation entitlements without maintaining their employment for the full year, vacation pay for days taken but not accrued at the date of termination will be deducted from the final pay of the Employee and/or the Employee will reimburse the Employer for same.
 - In the event an Employee has received more vacation pay for days taken but not accrued in their anniversary year and the Employee continues employment, the Employer will reduce the Employee's subsequent year vacation entitlement by the amount of the vacation pay overpayment so long as the Employee still receives the minimum amount of vacation required under the *Employment Standards Code (Alberta)*, as amended from time to time.
- (b) During an Employee's first year of employment, vacation cannot be taken until after completing six (6) months of employment.

17.05 Vacation Carry Forward

An Employee may be permitted to carry forward a maximum of thirty-five (35) hours vacation leave to the next vacation year with written agreement between the Employee and the Chief Executive Officer or designate as determined by the Chief Executive Officer.

ARTICLE 18 – SICK LEAVE

18.01 Employees will make every reasonable effort to attend to medical and dental appointments outside their regular working hours. Prior authorization from the Employer is required when Employees must leave the workplace to attend medical and dental appointments.

Sick time not used by the end of the calendar year can be rolled over into the New Year but may not, in any circumstance, exceed maximum entitlement.

18.02 Sick Leave and Wellbeing Days Defined

- (a) "Sick Leave" means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) "Wellbeing Days" means the days for which an Employee is planned to be absent from work, at a minimum forty-eight (48) hours in advance of the commencement of the day of the absence, for which the Employee notifies the Employer of their intention to use accumulated Sick Leave. Wellbeing Days must be taken in full-day increments and cannot be used in combination with Vacation Leave. Employees must obtain prior written approval from their supervisor to take Wellbeing Days.

18.03 Paid Sick Leave

(a) Full-time Employees

Full-time Employees will earn Sick Leave at the rate of seven point five eight (7.58) hours per month to a maximum accrual of ninety-one (91) hours in any one calendar year.

During an Employee's first year of employment, after completion of the Probationary Period, three (3) days of Sick Leave may be taken as Wellbeing Days. After one (1) year of service, up to eight (8) days, per annum, of current year's Sick Leave, may be taken as Wellbeing Days.

(b) Part-time Employees

Part time Employees will earn Sick Leave at the rate of five point seven four (5.74) hours per month to a maximum accrual of sixty-eight point nine (68.9) hours in any one calendar year.

During Part-time Employee's first year of employment, after completion of the Probationary Period, one (1) day of Sick Leave may be taken as Wellbeing Days. After one (1) year of service, up to six (6) days, per annum, of current year's Sick Leave may be taken as Wellbeing Days.

- (c) Sick Leave may be granted before earned with the written approval of the Chief Executive Officer or designate as determined by the Chief Executive Officer to a maximum of the annual entitlement but upon termination of employment any sick time taken above the amount earned in the year will be deducted from the final pay and/or the Employee will reimburse the Employer for same.

18.04 Vacation Accrual during Sick Leave, Leaves of Absence, and Absences for Worker's Compensation

Vacation accrual shall not accrue while an Employee is absent from work for a period longer than thirty (30) calendar days due to sickness and/or disability and leaves of absence.

18.05 Illness in the Family

Where no one other than the Employee can provide for the needs during illness of a relative, as defined in Article 19.05 Bereavement Leave, an Employee is entitled to use a maximum of five (5) accumulated Sick Leave days per illness for this purpose. Employees must obtain prior written approval from their supervisor except in emergencies, in which case Employees will notify their supervisor as soon as possible after the event causing the need for time off.

18.06 Deductions from Sick Leave

Sick Leave will be granted in full day or half day increments. A deduction will be made from accumulated Sick Leave of all normal working hours (exclusive of holidays) absent for Sick Leave.

Such absences will be taken and recorded in hours. Time required to attend to medical appointments and for Wellbeing Days will be deducted from accumulated Sick Leave.

18.07 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner, for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

Notwithstanding the foregoing, the Employer may require a medical certificate in the event the absence precedes or follows a statutory holiday, vacation, or weekend. The cost of the medical certificate will be reimbursed by the Employer.

Where an Employee is on a combination of Sick Leave, or any other medical-related leave, in excess of thirty (30) days, the Employer may require medical clearance confirming the Employee's fitness to return to work prior to a return to work.

Where the Employer requires a medical certificate from the Employee in accordance with this Clause, the Employer will reimburse the cost of the medical certificate upon being provided proof of cost incurred.

- 18.08 Where an Employee is on Sick leave, or any other medical-related leave, the Employee shall provide the Employer written notice of any extensions to the leave as soon as practicable.

ARTICLE 19 – LEAVES OF ABSENCE

- 19.01 The Employer recognizes all job protected leaves of absence provided for under the *Employment Standards Code (Alberta)*, as may be amended from time to time.

Where an Employee is entitled to a greater benefit under this Article than may be provided for under the *Employment Standards Code (Alberta)*, the Employee is only entitled to the benefit provided under this Agreement.

- 19.02 Where an Employee is approved for a non-job protected leave of absence as provided for under the *Employment Standards Code (Alberta)*, or has a break in service, exceeding fifty-two (52) consecutive weeks, the Employee will lose their seniority rights in accordance with Article 11.03(e) of the Collective Agreement. Upon their first day back from such leave, the Employee's seniority rights and other employment entitlements under this Collective Agreement will be determined based on the Employee's return date and the Employee must complete a Probationary Period in accordance with Article 26 of this Collective Agreement.

19.03 Time Off for Union Business

- (a) The Employer may grant leaves of absence, without pay and without loss of seniority, to Employees to attend union conventions, seminars, education classes, or other union business. Granting requests for such leave will be dependent on the needs of the operation and will not be unreasonably denied.

- (b) Leaves of absences under this Clause will not exceed sixty (60) working days, collectively, per year, and no single Employee may use more than twenty-five (25) working days in a year. Up to three (3) Employees may be granted leave at the same time, but normally no more than one (1) Employee from a Team, as per the Letter of Understanding #1, will be granted such leave.
- (c) The Employee must request time for such leave in writing to the Chief Executive Officer or a designate as determined by the Chief Executive Officer, at least one (1) week prior to the commencement of the leave.
- (d) An Employee will receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union will reimburse the Employer for all pay and benefits payable by Employer during the period of absence.

19.04 Study or Personal Growth Leave

- (a) All Employees in the bargaining unit will be allowed two (2) weeks leave of absence without pay after two (2) years of employment. This leave is to be taken at a time mutually agreeable between Employer and Employee.
- (b) Notwithstanding this Clause, where the leave is to complete further education related to an Employee's position, requests for such leave will be assessed by Chief Executive Officer or designate as determined by the Chief Executive Officer, on a case-by-case basis.
- (c) The Employee must request this leave in writing from the Chief Executive Officer or designate as determined by the Chief Executive Officer four (4) weeks in advance prior to commencing this leave.

19.05 Bereavement Leave

- (a) An Employee may request a paid Bereavement Leave of Absence of three (3) days, due to the death of a Relative to the Chief Executive Officer or designate as determined by the Chief Executive Officer. For this purpose, a Relative will be defined as mother, father, brother, sister, spouse/common-law spouse, child or foster child, guardian, mother-in-law or father-in-law, grandchild or grandparent of the Employee or of their spouse/common-law spouse, and the aunt and uncle of the Employee. An Employee may request a paid Bereavement Leave of one (1) day due to the death of an aunt or uncle of the Employee's spouse/common-law spouse.
- (b) The Chief Executive Officer or designate as determined by the Chief Executive Officer, will under specific circumstances and conditions, consider a Bereavement Leave for a person not included in the definition of relative.
- (c) The Chief Executive Officer or designate as determined by the Chief Executive Officer may authorize one (1) additional day of paid leave before and after the normal three (3) days Bereavement Leave if reasonably required for the purpose of travel or for executor duties.

- (d) In addition to the above specified days, one (1) day leave without pay, may be granted upon request to the Chief Executive Officer or designate as determined by the Chief Executive Officer.

19.06 Mourner Leave

One (1) day leave will be granted without loss of salary or wages to attend the funeral as a pallbearer or mourner. Where the family of a deceased Employee requests pallbearers from the Union, the Employer will grant the necessary leave with pay for up to six (6) pallbearers.

To be eligible for a paid leave under this Article, the funeral must occur during the Employee's scheduled hours of work.

19.07 Maternity Leave

The Employer will not deny the pregnant Employee the right to continue employment during the period of pregnancy. The Employer may request documentation from the Employee from their physician verifying that there are no health-related issues that prevent continuous employment, the cost of such documentation will be paid by the Employer.

19.08 Maternity, Parental and Adoption Leave

- (a) A pregnant Employee will be granted Maternity/Parental Leave without pay provided that the Employee has been employed by the Employer for a period of ninety (90) days.
- (b) Maternity Leave for birth mothers shall cover a period of up to seventy-eight (78) weeks made up of sixteen (16) weeks Maternity Leave and sixty-two (62) weeks of Parental Leave, provided that not less than six (6) weeks of the Leave immediately follows the date of delivery, unless otherwise agreed in writing.
- (c) Parental/Adoption Leave shall cover a period of not more than sixty-two (62) consecutive weeks within sixty-two (62) weeks after the child's birth or adoption. Parental leave can be shared but only one of the Employees can be off work at a time.
- (d) While on Maternity/Parental Leave an Employee will retain full employment status and accumulate all non-monetary benefits under this Collective Agreement.
- (e) While on Maternity/Parental Leave and when an Employee decides to return to work, with their doctor's permission (as applicable), the Employee will provide the Employer with thirty (30) days written notice as to the return-to-work date. On return from Maternity/Parental Leave, the Employee will be placed in their former position, or a comparable position, with similar working conditions and responsibilities which does not result in a loss of pay to the Employee.
- (f) An Employee must provide at least thirty (30) days written notice to the Employer that they will be taking Maternity, Paternity and/or Adoption Leave prior to the commencement of the leave.

The written notice must include the date the Employee is expected to commence the leave.

In circumstances where the Employee must commence the leave prior to providing thirty (30) days written notice, or prior to the date the Employee is expected to commence the leave, the leave shall commence on the Employee's first inactive day of work.

Where applicable, when the Employee provides their written notice, the Employee must provide the Employer with prepaid cheques to cover the Employee's payment of Long-Term Disability Benefits.

If the Employee has not provided the Employer with prepaid cheques, then the Employer will deduct the Long-Term Disability premium costs incurred during the Maternity, Paternity and/or Adoption Leave period from the Employee's pay following their return to work.

Also, where applicable, the Employer will continue to pay the single Employee cost of the Extended Health and Dental Plans.

19.09 Time Off for Elections

Employees will be allowed four (4) consecutive hours off without loss of pay before the closing of the polls in any Federal Election, and three (3) consecutive hours off without loss of pay before the closing of the polls in any Provincial or Municipal Election or Referendum.

19.10 Jury or Court Witness Duty Leave

The Employer will grant Leave of Absence without loss of seniority benefits to an Employee who serves as juror or is subpoenaed as a witness in a court of law. The Employer will pay such an Employee the difference between normal earnings and payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service, and the amount of pay received. Time spent by an Employee required to serve as court witness in any matter arising out of their employment will be considered as time worked at the appropriate rate of pay. Other than retention of seniority benefits during Leave of Absence, this clause will not apply where an Employee is involved in a personal litigation or personal legal matter.

19.11 General Leave

An Employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request will be in writing and approved by the Chief Executive Officer or designate as determined by the Chief Executive Officer. Such approval will not be unreasonably withheld.

19.12 Domestic Violence Leave

- (a) Employees may face situations of domestic violence in their personal lives that may impact their attendance or performance at work.

- (b) Domestic Violence, and eligibility for Domestic Violence Leave, shall be determined in accordance with the *Employment Standards Code* (Alberta).
- (c) Employees may take up to ten (10) days unpaid domestic violence leave.
- (d) An Employee may be required to provide proof of the situation in the form of a note from a physician, therapist, an attending police officer, or crisis unit supervisor for all absences in excess of three (3) days, if requested by the Employer. Any costs related to securing a note related to absence will be paid by the Employer.
- (e) Domestic Violence Leave may be extended with the consent of the Chief Executive Officer or designate.

19.13 Unless otherwise specified in this Article, an Employee returning from an unpaid leave of absence of thirty (30) days or longer shall provide the Employer with fourteen (14) days written notice as to the return-to-work date. Where an Employee has provided the Employer with a return-to-work date in accordance with this Clause, the Employer will schedule the Employee's first shift within fourteen (14) days of the return-to-work date.

19.14 An Employee returning from an unpaid leave of absence of twelve (12) months or longer will be returned to the same or comparable position as may be available at the time of the Employee's return, at not less than the earnings and other benefits that had accrued to the Employee when the leave started.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer will pay salaries and wages bi-weekly in accordance with Schedule "A" attached. On each pay day each Employee will be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

20.02 Rate of Pay on Promotion or Reclassification

An Employee assigned, promoted or reclassified, either temporarily or permanently, to a higher paying position, will be paid that rate in the salary range of the classification to which they are assigned which is next higher than their present rate.

The date of promotion to the new classification will become the anniversary date for application of the salary progression.

Employees temporarily assigned, promoted or reclassified to a higher paying position will return to their former rate of pay when they return to their former position. The former rate of pay will be adjusted to take into account any Step increases that the Employee would have received while temporarily in the higher paying position.

20.03 Pay on Transfer, Lower Rated Job

When an Employee is assigned temporarily by the Employer to a position paying a lower rate, the rate will not be reduced. This clause will not apply in the event an Employee requests reclassification to a lower rated position or if the Employee is the successful applicant for a lower rated position.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Elimination of, changes to, Present Classifications

Existing classifications will not be eliminated or changed without prior negotiations with the Union.

21.02 Job Description

- (a) The Employer will prepare a new job description whenever a job is created or whenever the duties of a job change.
- (b) When the duties of any job are changed or increased, or where the Union and/or an Employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay will be subject to negotiations between the Employer and the Union.
- (c) If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute will be subject to the Grievance Procedure as per Article 8. The new rate will become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Employer Contributions to Hospital, Medical Extended Health and Dental, and Short-Term Disability Insurance.

Permanent Full-time and Part-time Employees are eligible to participate in the Government operated Hospital and/or Medical Insurance Plan, the Extended Health and Dental Plans and the Short-term Disability Plan, in accordance with the respective benefit plans.

The Employer will pay the single Employee cost of the following plans:

- (1) Government operated Hospital and/or Medical Insurance Plan.
- (2) The Extended Health and Dental Plans as mutually agreed to, and Short-Term Disability for eligible Employees. An Employee's dependents and spouse/common-law spouse/live-in partner may be covered at the Employee's expense.

22.02 The Employee will be responsible for the payment of the Long-Term Disability through payroll deduction.

22.03 Employer Contributions to Group Life Insurance Program and Accidental Death & Dismemberment Plan

The Employer will pay the full cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all Employees providing a schedule of benefits equivalent to two times an Employee's annual salary.

22.04 The Employer agrees to continue to maintain an RRSP/TFSA plan.

For eligible Employees, and at the option of the Employee, the Employer will contribute up to four percent (4%) of an Employee's gross salary to the RRSP, or up to four percent (4%) of an Employee's net earnings to the TFSA, on the following conditions:

- (a) The Employee must match the Employer's contribution;
- (b) This benefit will be available to Permanent Full-time Employees with more than nine (9) months service and is effective only for the time after nine (9) months of active service.
- (c) There will be no backdating of contributions for present Employees.
- (d) Employer/Employee contributions may be increased on a matching basis, at the Employee's request, to six percent (6%) for those years in excess of six (6) years' service.

For the purposes of this Clause:

- (a) "Gross salary" includes only the Employee's base salary or wages and does not include overtime or shift premiums.
- (b) "Net earnings" includes the gross salary minus mandatory withholdings and deductions as required by law.

22.05 Where an Employee has individually obtained non-group (i.e., not through an Employer) family Health and Dental benefits (e.g., through Blue Cross), the Employer agrees to reimburse the Employee one hundred and twenty-five (\$125.00) dollars per month for the cost of their non-group family Health and Dental premiums provided the Employee provides proof to the Employer that they have obtained non-group family Health and Dental benefits, and that such benefits are being provided pursuant to a valid benefits plan. An Employee is not eligible for this reimbursement if non-group family Health and Dental benefits have been obtained through a spouse's group health benefits plan. Where an Employee cancels or discontinues their non-group family Health and Dental benefits, the Employee must notify the Employer immediately. Failure to provide such notification will result in discipline.

- 22.06 When an Employee has received Short-Term Disability Benefits and Long-Term Disability Benefits for a continuous and combined total of longer than two (2) years, their employment will be discontinued unless the Employee provides information stating that they will return to work in the foreseeable future.
- 22.07 Employees going on Short Term Disability, Long Term Disability, Workers Compensation Leave, or any Leave of Absence of thirty (30) days or longer may maintain their benefits by continuing to pay for their share of their benefits, if applicable. If the Employee has not provided the Employer with prepaid cheques for their share of their benefits, then the Employer will deduct premium costs incurred during the Employee's leave period from the Employee's pay following their return to work.
- Employees on Short Term Disability, Long Term Disability, Workers Compensation Leave, or any Leave of Absence of thirty (30) days or longer are not eligible to receive the non-group family Health and Dental benefit reimbursement provided for under Article 22.05 of this Collective Agreement.
- 22.08 Employees going on Maternity and Parental Leave may maintain their benefits by continuing to pay for their share of their benefits up to seventy-eight (78) weeks.
- 22.09 Where a Relief or Temporary Employee becomes a Permanent Employee, up to a maximum of (3) months of full-time equivalency the Temporary Employee's service will be credited to the Employee for the purpose of determining benefit eligibility under Article 22.

ARTICLE 23 – HEALTH AND SAFETY

- 23.01 The Employer and the Union will maintain a Health and Safety Committee as per the *Occupational Health and Safety Act (Alberta)* and the Regulations thereunder, with representation from the bargaining unit. The Union and the Employer agree that attendance at Health and Safety Committee meetings is mandatory.

A Joint Health and Safety Committee shall hold its meeting and carry out its duties and functions during normal working hours with pay. The terms of reference shall be established by the Committee and minutes shall be shared with all Employees.

No disciplinary action shall take place against a member of the Joint Health and Safety Committee by reasons of that member performing duties and functions as a member of that committee. Employees acting in their capacity as Occupational Health and Safety members shall be compensated as per their regular wage for all time served.

23.02 First Aid Kits

A First Aid Kit will be supplied by the Employer to Employees who must use their vehicle to work in the community and do not otherwise have access to a First Aid Kit. It is the responsibility of the Employee to ensure they have the kit with them when driving.

- 23.03 An Employee who is required to use their personal vehicle for work purposes will be reimbursed mileage in accordance with the Employer's Employee Expense Reimbursement Policy, as amended from time to time.

For clarity, an Employee is not eligible to be reimbursed mileage for travel required by an Employee to the worksite at the beginning of their workday and travel home from the worksite at the end of their workday.

ARTICLE 24 – PROFESSIONAL FEES

24.01 Professional Fees

- (a) Upon proof of payment, the Employer will reimburse all Full-time Employees and all Part-time Employees who have completed six (6) continuous months of employment the following:
 - (i) Full-time Employees: Fifty percent (50%) per year of the cost of one (1) designation required by the position the individual holds.
 - (ii) Part-time Employees: Fifty percent (50%) of the amount prorated to the Full-time equivalent.
- (b) A new Employee who has received the professional fees reimbursement and who terminates employment voluntarily between six (6) and twelve (12) months following receipt of the professional fees reimbursement will pay back fifty percent (50%) of the fee reimbursement.

24.02 Professional Development

The Employer recognizes that it has a responsibility to encourage the fullest development of Employee capability. To this end, the Employer agrees to:

- (a) maintain a collection of books related to job duties at the Shelter;
- (b) arrange for regular meetings of Employees during their normal working hours for discussion of the program;
- (c) arrange for Employees to take part in courses, conferences, workshops, institutes, evening meetings, or in-service training sessions. Attendance at such sessions must be approved in advance by the Chief Executive Officer or designate as determined by the Chief Executive Officer.

24.03 Mandatory Training and Checks/Certifications

Employees are responsible for ensuring that they have completed and maintained certain mandatory training in order to perform their duties. Employees must provide the Employer proof of completing mandatory training before the mandated deadline(s).

Employees are also responsible for ensuring that they have provided to the Employer a current criminal record check, intervention record check, and safe food handling certification when requested by the Employer on or before the mandated deadline(s). The Employer may require additional mandatory checks and/or certifications that are not specified in this Clause.

Employees who have not completed the mandatory training, or provided the mandatory check/certificate, by the required deadline(s) shall be placed on unpaid administrative leave until such time that the Employee has provided the Employer proof that the mandatory training has been completed or provides proof of application for the mandatory training.

ARTICLE 25 – SHIFT PREMIUM

25.01 A shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee working the majority of their hours between 11:00 p.m. and 7:45 a.m.

ARTICLE 26 – PROBATIONARY EMPLOYEES

26.01 Probationary Period

- (a) Full-time or Part-time Employees shall serve a Probationary Period for the first ninety (90) days of employment with the Employer.
- (b) Relief Employees shall serve a Probationary Period for the first one hundred eighty (180) calendar days of their employment with the Employer.
- (c) The Probationary Period may be extended by up to a further ninety (90) days by the Employer with the agreement of the Union, and such agreement shall not be unreasonably denied. Such an extension shall be communicated to the Employee and the Union no later than ten (10) working days prior to the expiration of the Probationary Period. Written reasons for the extension shall be provided to the Employee.

26.02 The Employer may terminate a Probationary Employee's employment at any time during the first ninety (90) days of the Probationary Employee's employment without cause and without notice. A Probationary Employee dismissed during the Probationary Period may grieve the dismissal up to and including Step 2 of the Grievance Procedure but shall not have access to Arbitration unless the termination is alleged to have been discriminatory or made in bad faith. The Union will be notified of such terminations.

26.03 Upon completion of the Probationary Period, a Probationary Employee's seniority will be effective from the original date of employment.

ARTICLE 27 – TEMPORARY AND RELIEF EMPLOYEES

27.01 The following Articles and Clauses do not apply to Relief Employees:

- (a) Article 15.04 (Overtime on Scheduled Days Off)

27.02 The following Articles and Clauses do not apply to Relief and Temporary Employees:

- (a) Article 18 (Sick Leave)

(b) Clause 19.04 (Bereavement Leave)

(c) Article 22 (Employee Benefit Plans)

27.03 Hours of Work

- (a) For Relief Employees, the total hours of work will not exceed forty-four (44) hours of work per week.
- (b) For Temporary Employees, the total hours of work will not exceed forty-four (44) hours per week, or on average forty-four (44) hours per week pursuant to an hours of work averaging arrangement in accordance with the *Employment Standards Code* (Alberta), as amended.

27.04 Vacation Pay

Relief and Temporary Employees will accrue vacation as follows:

- Four percent (4%) vacation pay added to basic salary and paid bi-weekly in the first and second years of continuous employment.
- Six percent (6%) vacation pay added to basic salary and paid bi-weekly in the third year of continuous employment.
- Eight percent (8%) vacation pay added to basic salary and paid by-weekly in the fourth, fifth, and sixth year of continuous employment.
- Ten percent (10%) vacation pay added to basic salary and paid bi-weekly in the seventh, eighth, ninth, and tenth years of continuous employment.
- Twelve percent (12%) vacation pay added to basic salary and paid bi-weekly in the eleventh through twentieth years of continuous employment.
- Fourteen percent (14%) vacation pay added to basic salary and paid bi-weekly in the twenty first and subsequent years of continuous employment.

27.05 General Holidays

(a) Paid General Holidays for Relief and Temporary Employees

The Employer recognizes the following as paid General Holidays:

New Year's Day	Canada Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day

The first shift of the day will be the shift recognized for holiday purposes for the overnight shift.

(b) Compensation for General Holidays Falling on Days Worked

Where a Relief or Temporary Employee works on a General Holiday the Relief or Temporary Employee will be paid for the General Holidays at a rate of one point five times (1.5x) their regular wage rate plus an amount that is at least the Average Daily Wage of the Employee.

(c) Compensation for General Holidays Falling on Days not Worked

Where a Relief or Temporary Employee does not work on a General Holiday, the Relief or Temporary Employee will be eligible to be paid for the General Holiday if the Employee worked on the same day of the week as the day on which the General Holiday falls at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday falls.

Where a Relief or Temporary Employee is eligible to be paid for the General Holiday, the Employee will be paid their Average Daily Wage.

27.06 Seniority

If an Employee hired as a Relief or Temporary Employee becomes a permanent Employee, the Employee's relief or temporary hours will be totaled and credited to establish the Employee's seniority date. This adjusted seniority date will be considered the Employee's last date of hire to a permanent position pursuant to Article 11.01.

No other periods of relief or temporary employment will be considered for the purpose of adjusting seniority.

27.07 Relief Employees

- (a) All Employees at the Fear is Not Love Society are required to possess, or to obtain, minimum qualifications prior to their first shift at the Fear is Not Love Society. For Relief Employees hired on or after the date of ratification of this Collective Agreement that require additional training to obtain these minimum qualifications, the Employer will reimburse the Relief Employee's costs of attending such training after the Employee has worked six (6) shifts within the first six (6) months of their employment with the Employer.
- (b) The Employer is permitted to offer the same Relief Employee employment in one (1) or more Programs at any given time.
- (c) Relief Employees, who are not on an approved leave of absence must work three (3) shifts each quarter of the calendar year and must work at least three (3) overnight shifts per calendar year, provided the overnight shifts are offered to the Employee. The Employer will provide, or continue to provide, reasonable accommodation to Employees when administering this Clause.
- (d) Any Relief Employee that is not on an approved leave of absence, who declines five (5) consecutive shift offers by the Employer, fails to work the shifts offered in accordance with Clause 27.06(c)(above), or fails to work any shift for the Employer for three (3) consecutive months, may be terminated from employment without notice.

For clarity, the Employer will solicit availability from Relief Employees on a monthly basis and will not offer shifts for the purposes of Clause 27.07(d) during periods that Relief Employees indicate they are unavailable.

- (e) Relief Employees must provide a schedule to their supervisor with their availability one (1) month in advance. The Employee will be considered to have formally declined one (1) shift if the Employee does not provide a schedule to their supervisor as outlined in this Clause (e). If an Employee fails to provide a schedule to their supervisor with their availability each month in advance when requested for three (3) consecutive months, the Employee may be terminated from employment without notice.

27.08 Relief Coverage

- (a) When required by the Employer to attend training, and in the event Relief Employees are required for coverage while an Employee is at training, it is agreed the Employer will be responsible for scheduling the Relief Employees.
- (b) When an Employee does not attend work for their regularly scheduled hours of work for any reason, except where the Employee is on leave of absence, and Relief Employee coverage is required, it is agreed the Employee will be responsible for obtaining Relief Employee coverage. The Employee will communicate to the Employer the name of the Relief Employee scheduled to provide coverage.

- 27.09 (a) Where a Temporary Employee is hired on a contract of six (6) months or more, the following terms will apply:
 - (i) A Temporary Employee may request a paid Bereavement Leave of Absence of three (3) days due to the death of a Relative, as defined in Clause 19.04(a) to this Collective Agreement, to the CEO or designate as determined by the CEO.
 - (ii) A Temporary Employee will be eligible for Well-being Days in accordance with Clause 18.01 of this Collective Agreement, however, will accrue Well-being Days at fifty percent (50%) of the rates specified at Clauses 18.01(b) or 18.01(c), as may be applicable. All other terms of Article 18 shall apply.
- (b) Where a Temporary Employee is hired pursuant to continuous contracts, or has their contract extended, for a period of six (6) months or more, they shall be entitled to the terms specified in Clause 27.09(a), above, effective the date they have been continuously employed for six (6) months. For the purpose of this Clause, there shall be no retroactivity applied to the terms specified in Clause 27.09(a), above.

ARTICLE 28 – TERM OF AGREEMENT

- 28.01 Unless otherwise specified, all changes to the Collective Agreement are effective on the date of ratification.

28.02 This Agreement will be in effect commencing January 1, 2024, until December 31, 2026, and will continue from year to year thereafter unless either party desiring to propose changes to this Collective Agreement will, between the period of sixty (60) and one-hundred and twenty (120) days prior to the termination date, give notice of intent to commence Collective Bargaining in writing to the other party. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Collective Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands at Calgary, Alberta,
on Mar 24, 2025.

FOR FEAR IS NOT LOVE SOCIETY

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731


Kim Ruse (Mar 24, 2025 13:21 MDT)



SCHEDULE “A”

Moves up from the Probation Step to Step 1 will be based on a probationary performance appraisal following ninety (90) calendar days of employment for full-time and part-time permanent Employees.

Moves up the salary scale will be based on performance appraisals prior to the Employee’s anniversary date of hire into a permanent position.

Successful performance appraisals will result in a step increase. Unsuccessful performance appraisals will result in clear conditions being outlined and review set for three (3) months’ time.

Performance appraisals are subject to the grievance procedure.

A new Employee may be hired above Step 1 if, in the opinion of the Employer, their previous experience and qualifications warrant. Where this occurs, an explanation will be available to the Union, upon request.

Relief Employee will be paid at the step on the scale that is commensurate with their years of experience.

Relief Employee move up from the Probation Step to Step 1 following the Employee reaching four hundred and fifty (450) hours of service.

Relief Employee will subsequently move to the next step in scale upon completion of the equivalent of full-time hours.

The Parties agree that Employees shall receive \$1,000.00, prorated to FTE, Signing Bonus as a onetime lump sum payment payable within thirty (30) days of ratification.

LONG TERM SERVICE PAY

Long Service Increment (LSI) - Employees will move to LSI after 2 years or more at Step 4.

WAGES

Effective January 1, 2024 – 2.0%

Effective January 1, 2025 – 3.0%

Effective January 1, 2026 – 2.5%

HOURLY WAGE – 2% (EFFECTIVE JANUARY 1, 2024)

Counsellor	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Counsellor	27.94	28.22	29.36	30.47	31.59	32.51
Professionals	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Early Childhood	21.45	21.66	22.34	22.99	23.67	24.38
Therapist	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Therapist	36.88	37.25	39.46	41.62	43.79	45.10
Support Staff	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Receptionist Cook	21.45	21.66	22.34	22.99	23.67	24.38

HOURLY WAGE – 3% (EFFECTIVE JANUARY 1, 2025)

Includes one-time market adjustment for Early Childhood and Cooks of \$1.25

Counsellor	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Counsellor	28.78	29.07	30.24	31.38	32.54	33.48
Professionals	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Early Childhood	23.38	23.60	24.30	24.97	25.67	26.40
Therapist	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Therapist	37.99	38.37	40.65	42.86	45.10	46.46
Support Staff	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Receptionist	22.09	22.31	23.01	23.68	24.38	25.11
Cook	23.38	23.60	24.30	24.97	25.67	26.40

HOURLY WAGE – 2.5% (EFFECTIVE JANUARY 1, 2026)

Counsellor	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Counsellor	29.50	29.80	30.99	32.17	33.35	34.32
Professionals	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Early Childhood	23.97	24.19	24.90	25.59	26.31	27.06
Therapist	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Therapist	38.94	39.33	41.66	43.94	46.23	47.62
Support Staff	Probation	Step 1	Step 2	Step 3	Step 4	LSI
Receptionist	22.65	22.87	23.58	24.27	24.99	25.74
Cook	23.97	24.19	24.90	25.59	26.31	27.06

LETTER OF UNDERSTANDING #1

BETWEEN

FEAR IS NOT LOVE SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731

RE: TEAM DEFINITION

Employees work in one or more of the following "Teams":

- Shelter Services
- Community Services
- Men's Counselling Services
- Child, Youth & Family Program

Each Team will consist of one or more of the following positions:

- Counsellors
- Therapists
- Court Case Coordinators
- Receptionists
- Early Childhood Professionals
- Cooks
- Cultural Helper*

The Employer may change the name of a Team without consultation with the Union.

*The Cultural Helper position was created on a trial basis. The Parties agree that this classification may be discontinued during the term of the Collective Agreement.

Mar 24, 2025

Signed _____

FOR FEAR IS NOT LOVE SOCIETY

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4731



Kim Ruse (Mar 24, 2025 13:21 MDT)



LETTER OF UNDERSTANDING #2

BETWEEN

FEAR IS NOT LOVE SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731

RE: DUAL ROLES (RELIEF AND PERMANENT/TEMPORARY POSITIONS)

WHEREAS:

An Employee can be employed by the Employer as a Relief Employee while holding a Permanent or Temporary Full-time or Part-time position.

The Union and the Employer wish to clarify the terms as follows:

(a) Definitions

A "Dual Position" means being employed as both a Relief Employee and in a Permanent or Temporary Full-time or Part-time position.

An Employee's "Primary Position" is the Permanent or Temporary Full-time or Part-time position they hold with Fear is Not Love.

- (b) General Holidays: An Employee in a Dual Position will be entitled to the General Holiday benefits associated with their Primary Position.
- (c) Compensation: An Employee in a Dual Position cannot be compensated in their relief position and permanent position at the same time. The Employee will not be paid vacation leave, well-being days, sick leave, or any paid leave of absence in their Primary Position while simultaneously work in the relief position.
- (d) Rest Period: Article 15.05 does not apply to a Dual Position. An Employee in a Dual Position is entitled to an eight (8) hour rest period between shifts and shall not be entitled to overtime if the rest period exceeds eight (8) hours.
- (e) Well-being Days: Well-being Days earned in an Employee's Primary Position shall not be used in relation to any of the Employee's relief shifts.
- (f) Overtime: Where an Employee works more than twelve (12) hours per day, or more than forty-four (44) hours per work, whichever is greater, in a Dual Position, the Employee will be compensated at the rate of time and one-half (1 ½x) for the first four (4) hours and double time (2x) thereafter. An Employee remains entitled to overtime in their Primary Position in accordance with Article 15 of the Collective Agreement.

- (g) Group Savings: For the purposes of Article 22.04, the “gross salary” of an Employee in a Dual Position only includes the base salary or wages from the Employee’s Primary Position and does not include salary or wages from the Employee’s relief position, overtime, or shift premiums.
- (h) Vacation: An Employee in a Dual Position will be entitled to the vacation benefits associated with their Primary Position, in addition to vacation pay for relief hours worked in accordance with Article 27.04 of the Collective Agreement at a rate commensurate with the start date the Employee commences employment in a relief position.
- (i) Performance Appraisal: An Employee holding a Dual Position will receive performance appraisals for each of their Primary Position and relief position in accordance with the Collective Agreement.
- (j) Wages: An Employee may be subject to different hourly wage rates depending on the classifications of their Primary Position and/or relief position. Employees holding a Dual Position will have their wage rate set in their relief position at the same Step of the Wage Grid in Schedule “A” of the Collective Agreement as their Primary Position.
- (k) Article 27.07 of the Collective Agreement applies to Employee’s holding a Dual Position.

Signed _____ Mar 24, 2025

FOR FEAR IS NOT LOVE SOCIETY



 Kim Ruse (Mar 24, 2025 13:21 MDT)

FOR CANADIAN UNION OF PUBLIC
 EMPLOYEES, LOCAL 4731


