

# COLLECTIVE AGREEMENT

between



**TRUE NORTH SOCIETY**

and



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

**December 1, 2025 TO NOVEMBER 30, 2027**



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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 that:

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, where appropriate, in matters pertaining to working conditions, employment, services, and operations.

The parties wish to promote the morale, well-being, and security of Employees in the bargaining unit of the Union and clients and guests of the Employer's shelter facilities.

This Agreement will serve to confirm the commitment of the parties to work together in the spirit of co-operation on matters of mutual interest.

## **ARTICLE 1 – TERM OF AGREEMENT**

### **1.01 Term of Collective Agreement**

This Collective Agreement will be binding and remain in effect from December 1, 2025 until November 30, 2027 and will continue from year to year thereafter except as otherwise provided in this Article.

1.02 Either party wishing to amend this Agreement will give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days before the expiry of this Agreement. Within forty-five (45) days of receipt of such notice by either party (or such later time as agreed), the other party is required to enter into negotiations for a new Agreement.

1.03 If either party has given notice to amend this Agreement in accordance with Clause 1.02 above, this Agreement will continue in full force and effect during the period of negotiations and will only cease when a new Agreement is ratified by both parties, or a strike or lockout commences in accordance with the *Alberta Labour Relations Code*.

1.04 The parties agree to comply with all applicable legislation.

### **1.05 Changes in Agreement**

Any changes in this Agreement deemed necessary by the parties may be made by mutual agreement at any time during the existence of this Agreement.

## **ARTICLE 2 – DEFINITIONS AND INTERPRETATION**

### **2.01 Casual Employee**

“Casual Employee” means an Employee who:

- (a) is employed on a consensual call-in basis for available work;
- (b) may accept or decline work shifts when offered by the Employer (in its discretion); and
- (c) is scheduled fewer than twenty (20) hours per week.

### **2.02 Employee**

“Employee” means a person employed by the Employer who is in the bargaining unit and covered by *Alberta Labour Relations Board Certificate Number C2243- 2024* issued on February 26, 2024.

2.03 Employer

“Employer” means True North Society.

2.04 Full-time Employee

“Full-time Employee” means an employee who regularly works thirty-two (32) scheduled hours or more per week.

2.05 Part-time Employee

“Part-time Employee” means an Employee who regularly works scheduled hours varying from twenty (20) to less than thirty-two (32) hours per week.

2.06 Probationary Employee

“Probationary Employee” means an Employee who is employed by the Employer during the Probationary Period defined in Article 8.

2.07 Temporary Employee

“Temporary Employee” means an Employee who is hired on a full-time or part-time basis for a limited term not to exceed two (2) years.

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. A Temporary Employee may also be hired for a term defined by a particular funding grant.

2.08 Union

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

2.09 Days

Unless otherwise identified within a specific Article, “days” means calendar days.

2.10 Law of Agreement

This Agreement will be interpreted in accordance with the laws of Alberta and the applicable laws of Canada.

2.11 Compliance with Law

The parties acknowledge their obligation to comply with all applicable laws in performing the terms of this Agreement.

## 2.12 Severability

If any provision in this Agreement is determined to be invalid, the remaining terms continue to be of full force and effect.

## **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. Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. There must be no attempt by either party or an Arbitrator to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management, except where specifically modified by this Agreement. Without limiting the generality of the foregoing, the Employer's rights include, but are not limited to:

- (a) The right to plan, direct, and control all operations and manner of service delivery in a safe and efficient manner, subject to the express terms of this Agreement;
- (b) The right to designate, establish, revise, or discontinue programs, duties, or jobs, provided such changes do not conflict with the terms of this Agreement;
- (c) The right to make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by Employees, which are not in conflict with this Agreement;
- (d) The right to hire, promote, transfer, lay off, recall, demote, classify, and assign duties, and the right to discipline, suspend, or discharge Employees for just cause;
- (e) The right to determine the number of employees required, the location and extent of the operations and their commencement, curtailment, or expansion, and to establish new classifications or work units as required;
- (f) The right to manage attendance and require employees to provide medical documentation or undergo examinations where reasonable;
- (g) The right to develop and implement performance management and absenteeism programs;

- (h) The right to require and provide Employee training and professional development;
- (i) The right to determine whether overtime is required and to assign such work;
- (j) The right to investigate employee misconduct, including inquiries to an investigation, in a manner consistent with the terms of this Agreement;
- (k) The right to maintain order, discipline, and efficiency within the workplace.

The Employer agrees that the exercise of management rights will be reasonable and consistent with the terms of this Agreement and applicable legislation.

### 3.02 Entire Agreement

This Agreement constitutes the entire agreement between the parties and any previous agreements whether oral or written are hereby superseded by this Agreement.

## **ARTICLE 4 – UNION RECOGNITION, DUES AND BARGAINING COMMITTEE**

### 4.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent at the Employer for those positions set out in Certificate C2243-2024 who are covered by this Agreement and does not include marketing personnel.

### 4.02 Union Membership

Each of the parties hereto agrees that there will be no discrimination exercised or practiced upon any Employee for membership or non-membership in the Union.

### 4.03 No Other Agreements

No Employee will be required to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

#### 4.04 Union Dues

The Employer will deduct from every Employee dues, initiation fees, or assessments levied by the Union on its members, subject to any required Employee authorization under the *Labour Relations Code*. The Union will provide the Employer with all information reasonably required for the Employer to make the required deductions.

The Employer will remit to the Union all Employee dues, initiation fees, or assessments deducted on a monthly basis, by the 15<sup>th</sup> of the month following the month of deduction, accompanied by an electronic spreadsheet containing the following:

- (1) name
- (2) home mailing address
- (3) personal and work email addresses
- (4) phone number(s)
- (5) employment status (such as full-time, part-time, temporary, casual)
- (6) classification/job title
- (7) work location, if applicable
- (8) regular earnings
- (9) hours worked
- (10) dues percentage and
- (11) total amount of dues deducted.

A copy of this list will be forwarded electronically by the Employer to the Secretary-Treasurer of the Union. 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.

The Employer is not responsible for missing or incorrect Employee information. Employees are responsible to provide updates to this information to the Employer.

#### 4.05 T4

The Employer will report the yearly dues paid by each Employee on the Employee's T4 slip or any other legal reporting requirement that replaces the requirement to report dues remitted on a T4 slip in the future.

#### 4.06 Change in Dues Amount

The Union will advise the Employer in writing of any change in the amount of dues to be deducted from Employees. This notice will be communicated to the Employer at least thirty (30) days before the effective date of the change and will be subject to any required authorizations.

#### 4.07 Indemnity

The Union will save the Employer harmless and indemnify the Employer for any Employee claim arising in respect to any deduction made under this Agreement based on information provided by the Union to the Employer.

#### 4.08 New Employees

The Employer agrees to advise new Employees in the bargaining unit of the Union's representation. The Employer will provide the Union steward or Representative with the names and contact information of new Employees within a reasonable time of being hired. On commencing employment in a position within the Bargaining Unit, the Union will be provided up to thirty (30) minutes within thirty (30) days of hire without loss of pay or benefits to make a presentation about membership in the Union.

#### 4.09 Bargaining Committee

- (a) A Bargaining Committee will be appointed or elected by the Union and will consist of up to two (2) Employees, or an equal number to that of the Employer representatives, whichever is greater, and a spokesperson appointed by the Union.
- (b) The number of members may be increased or decreased by mutual agreement between the Employer and the Union.
- (c) The parties will advise the other party of their nominees to the Bargaining Committee in writing.
- (d) The Employer will allow Employees time off to participate in bargaining, including preparation meetings, subject to operational needs. The Employer will pay the Employees on the Bargaining Committee for any time off to bargain, and the Union will reimburse the Employer.
- (e) 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.

4.10 Name of Union Representatives

The Union will notify the Employer in writing of the name of each Union Representative before the Employer will be required to recognize them.

4.11 Access to Work Site

Subject to advance notice and Employer approval based on operational need, a Representative designated by the Union will be given access to the work site to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

The Union will have the right at any time to have the assistance of National Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. National Representatives will have access to the Employer's premises to deal with any matters arising out of this Collective Agreement, also subject to advance notice and Employer approval.

Any Union Representatives must comply with Employer rules for workplace access.

4.12 Bulletin Board

The Employer will provide a bulletin board on site in a place determined by the Employer that is accessible to Employees for the Union to post notices. The bulletin board will be used solely for postings by the Union, upon approval by the Employer (such approval not to be unreasonably withheld). The Union will pay for the cost of the bulletin board.

4.13 Access to the Collective Agreement

The Collective Agreement will be made readily available to all Employees in digital format and will be posted on the Employer's Payworx or shared drive.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 During the term of this Agreement, there will be no strikes or lockouts in any form. In the event of a strike or lockout, the parties to this Agreement agree to abide by the provisions of the *Alberta Labour Relations Code* and any other provincial laws and regulations.

5.02 The parties acknowledge and agree that the Employer provides a public service that is critical to the safety and well-being of its clients.

## **ARTICLE 6 – UNION REPRESENTATION**

### **6.01 Union Business**

- (a) The Union may appoint up to four (4) Union stewards for the Employer's workplace. The Union must inform the Employer of its stewards.
- (b) Union stewards and Employees in the bargaining unit will conduct Union business on their own time, except that:
  - (i) stewards may attend disciplinary interviews or investigations and grievance meetings (where applicable) on paid time; and
  - (ii) Employees may briefly meet with a Union steward to discuss disciplinary interviews and grievance meetings, subject to operational demands.
- (c) An Employee is entitled to have a Union steward or Representative present when attending a formal investigation meeting or a meeting in which discipline is issued. The Employee has the right to waive Union representation. The Employer will notify the Union or a Union steward of any Employee meetings in which discipline will be issued. This provision is not intended to interfere with communications between the Employer and Employee about general work activities or obtaining explanations of events or conduct that happens in the moment.
- (d) The Union requires prior written approval by the Executive Director or designate to use the Employer's premises, equipment, or supplies for Union business.
- (e) In scheduling Union business, the Union and the Employer agree that Employer operations will be taken into consideration.

## **ARTICLE 7 – BARGAINING COMMITTEE AND NEGOTIATIONS**

### **7.01 Bargaining Committee**

A Union Bargaining Committee will consist of not more than two (2) Employee members, one (1) CUPE National Representative, and the President of Local 4731. The Union will try to ensure no more than one (1) Committee member will come from any one (1) program 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 Bargaining Meetings

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 and subject to the Employer's operational needs. Such meeting will not be unreasonably delayed.

## 7.03 Pay for Time Bargaining

The Employer will allow Employees with time off to participate in bargaining. The Employer will pay the Employees on the Union's Bargaining Committee as per their normal wages and will invoice the Union for the costs. The Employer may cancel any bargaining dates if it would require overtime to replace Employees on the Bargaining Committee for bargaining days. The Union remains responsible for reimbursing the Employer for any time off to bargain.

## **ARTICLE 8 – PROBATIONARY EMPLOYEES**

- 8.01 Full-time and Part-time Employees will serve a probationary period for the first ninety (90) days of employment.
- 8.02 Casual Employees will serve a probationary period for the first two hundred and forty (240) hours or six (6) months of employment, whichever comes first.
- 8.03 During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified.
- 8.04 Probationary Employees will be provided with orientation and training for the duties of their job classification as determined necessary by the Employer.
- 8.05 The Employer, with the agreement of the Union or where the Employee has been absent for more than two (2) weeks during the probationary period, may extend the probationary period of an Employee for up to an additional three (3) calendar months. The Employer will provide a written explanation to the Employee and Union about why the probationary period is being extended.
- 8.06 After successful completion of the probationary period, an Employee will be credited with seniority effective from the start of the probationary period.
- 8.07 The Employer may terminate a probationary Employee's employment for any reason and at any time during the probationary period without cause and without notice, except if the termination of a probationary Employee occurs after the Employee has been employed for ninety (90) days, the Employee will be entitled to notice or pay in lieu of notice under the *Employment Standards Code*.

- 8.08 The Union will be notified of terminations during the probationary period.
- 8.09 An Employee dismissed during the probationary period may grieve the dismissal only if it is alleged to have been discriminatory or made in bad faith. Such a grievance may be pursued up to and including Step 2 of the Grievance Procedure, at which point the Employer's decision will be final and binding upon the Union and Employee, and there will be no access to Arbitration.

## **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) A grievance must be submitted in writing with full particulars of the facts giving rise to the grievance, the Articles of the Collective Agreement or any legislation alleged to have been violated, and the remedy sought.
- (b) At each step of the grievance procedure, the grievor has the right to be present.
- (c) The parties agree that it is important to adjust complaints and grievances as quickly as possible. Therefore, the time limits in this Grievance Procedure are mandatory. The time limits fixed in the Grievance Procedure may only 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 for the filing of a grievance, the grievance will be deemed to be abandoned and cannot be further considered. If either party fails to comply with the

time limits for responding to a grievance, or as extended by mutual agreement, the grievance will proceed to the next succeeding stage of the grievance procedure.

### 9.03 Preliminary Discussion

The Employee will, within five (5) calendar days (excluding weekends and statutory holidays) of the incident giving rise to the dispute or within five (5) calendar days (excluding weekends and statutory holidays) of when the Employee ought to be aware of the incident, first seek to settle the dispute through discussion with the Employee's 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 must 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 the immediate supervisor outside the bargaining unit within ten (10) calendar days (excluding weekends and statutory holidays) of the incident being grieved, regardless of any preliminary discussion.

The immediate supervisor will, within ten (10) calendar days (excluding weekends and statutory holidays) of receipt of the written grievance, arrange a meeting with the grievor, a Union Steward, and a designate appointed by the Executive Director.

The immediate supervisor will respond in writing within ten (10) calendar days (excluding weekends and statutory holidays) 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 Executive Director of the Employer provided that it is advanced in writing stating the specific reasons for disagreement with the decision at Step 1 within ten (10) calendar days (excluding weekends and statutory holidays) of receipt of the response in Step 1.

In the case of a group or policy grievance, the grievance must be submitted to the Executive Director of the Employer or the National Representative of the Union (as the case may be) within ten (10) calendar days (excluding

weekends and statutory holidays) of the incident giving rise to the grievance, or within ten (10) calendar days (excluding weekends and statutory holidays) of when the Union or Employer ought to have been aware of the incident.

The parties will meet to discuss the grievance within ten (10) calendar days (excluding weekends and statutory holidays) of receipt of the grievance. The party receiving the grievance will render a written reply to the other party within ten (10) calendar days (excluding weekends and statutory holidays) of the grievance meeting.

### Step 3

Failing a satisfactory settlement being reached at Step 2, the grievance may be referred to Arbitration within twenty-one (21) calendar days (excluding weekends and statutory holidays) of receipt of the Step 2 decision. Such request for Arbitration will be made in writing via time stamped fax or email, to the attention of the Employer's Executive Director or the Union's National Representative (as the case may be).

### Step 4 – Mediation

If mutually agreed between the parties, within twenty-one (21) calendar days of receiving the Step 3 response, the grievance may be referred to a third-party grievance mediator to assist in resolution of the grievance prior to referring the grievance to Arbitration.

The cost of the mediator will be shared equally between the Employer and the Union. If mediation fails, the grieving party may refer the grievance to Arbitration within twenty-one (21) calendar days of the mediation.

## 9.05 Arbitration

- (a) Within twenty-one (21) calendar days (excluding weekends and statutory holidays) of a referral to Arbitration, the parties will seek to agree upon a single Arbitrator.
- (b) If the parties fail to agree upon a single Arbitrator, either party may apply to the Director of Alberta Mediation Services to appoint a single Arbitrator.
- (c) The parties may agree to an Arbitration Board instead of a single Arbitrator. In that case each party will, within twenty-one (21) calendar days (excluding weekends and statutory holidays) of receipt of the referral to Arbitration, appoint a nominee, and the nominees will, within twenty-one (21) calendar days (excluding weekends and statutory holidays) of the later of the two (2) being appointed, agree on a Chairperson. 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 Arbitrator or 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. However, the Arbitrator or Arbitration Board is not authorized to make any decision that is contrary to or inconsistent with the provisions of this Agreement in any particular, nor to deal with any matter that is not covered by this Agreement.
- (f) The Arbitrator or Arbitration Board is not authorized to award any relief or remedy which would take effect earlier than thirty (30) calendar days prior to the date on which the grievance was filed, including for continuing grievances.
- (g) Unless otherwise agreed, no matter may be taken to Arbitration if the single Arbitrator or Chairperson is not appointed within ninety (90) calendar days of the referral to Arbitration.
- (h) Each party will pay the fees and expenses of its appointed nominee and one-half (½) of the fees and expenses of the Arbitrator or Chairperson.

## **ARTICLE 10 – DISCIPLINE, TERMINATION, RESIGNATION**

### **10.01 Discipline and Termination**

- (a) The right to discharge or otherwise discipline employees is at the discretion of the Employer, except that there will be no discharge or disciplinary action (other than for Probationary Employees) without just cause, and such acts are subject to the grievance procedure.
- (b) Without restricting the Employer's right to immediately suspend or terminate an Employee for just cause based upon the circumstances of any particular case (including a first infraction), the Employer will generally apply progressive discipline. Progressive discipline is based upon the idea that the severity of discipline will increase with each instance of misconduct by the same employee. It is the right of the Employer to determine what discipline is suitable for particular misconduct, based on all of the circumstances and ensuring that any disciplinary measures are proportionate to the nature and seriousness of the misconduct, considering factors such as the impact of the misconduct, the Employee's work and discipline history, and any mitigating circumstances. Where appropriate, the steps in the progressive discipline process may be bypassed. All discipline is subject to the Grievance Procedure.

- (c) The parties acknowledge that subject to other factors, the older that existing discipline is, the less weight it will tend to have in determining future progressive discipline.
- (d) Coaching is not discipline.
- (e) The Employer will notify the Union of any Employee terminations.

#### 10.02 Access to Personnel File

An Employee has the right to review the Employee's personnel file in accordance with the *Personal Information Protection Act*. The Employer Executive Director or designate will be present at such a review.

#### 10.03 Resignation

An Employee who intends to resign will give fourteen (14) days' written notice to the immediate supervisor of such intention.

### **ARTICLE 11 – SENIORITY**

11.01 Seniority is defined as the length of continuous service in the bargaining unit and includes service with the Employer prior to the certification of the Union. Seniority will be used in determining such matters as set out in other provisions of this Agreement. Seniority will operate on a bargaining-unit-wide basis.

11.02 During layoff 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) days.

11.03 An up-to-date seniority list will be sent to the Union in January of each year. The Union will have four (4) calendar weeks to review the list and suggest any changes.

#### 11.04 Loss of Seniority

An Employee will lose seniority in the event of:

- (a) discharge for just cause;
- (b) voluntary resignation in writing;
- (c) absence from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) failure to return to work within ten (10) days following a layoff;

- (e) a layoff exceeding three (3) months.

## **ARTICLE 12 – VACANCIES AND POSTINGS**

### **12.01 Job Postings**

When a permanent 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 all-employee email announcing the vacant position. The vacancy will remain open for a minimum of seven (7) calendar days from when the Employer posts it. The Employer may also advertise position vacancies externally if no internal applicants qualify or are selected for the job posted.

Employees do not have the right to grieve Employer decisions to fill management positions.

### **12.02 Information in Postings**

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

### **12.03 Management Positions**

If an Employee accepts a permanent management position with the Employer, the Employee loses all rights under this Agreement.

### **12.04 Methods of Making Appointment**

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

Qualifications and knowledge must be those directly related to the work to be performed and must 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, any performance evaluations (including a performance evaluation at the time of assessing the appointment), and commendations.

If there are two (2) or more applicants, and each has equal qualifications, required knowledge, and performance, seniority will govern.

If none of the internal applicants has an acceptable level of qualifications, knowledge, or performance for the job posted, the Employer may select

from qualified external applicants. Where management decides not to post a vacancy, the Employer will advise the Union of the reasons why.

12.05 Trial Period

A successful applicant into a vacancy who has previously completed the Probation Period must complete a trial for a period of four hundred and eighty (480) hours or six (6) months, 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, the Employer must return the Employee to the Employee's former position or equivalent classification, wage, or salary rate, without loss of seniority.

12.06 Eligibility for Posting

When an Employee is in a probationary period, as defined in Article 8 of this Agreement, or in a trial period as defined in Clause 12.05 (above), the Employee is not eligible to apply for another position without the Employer's permission.

## **ARTICLE 13 – LAYOFF AND RECALL**

13.01 Definition of Layoff

A layoff 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 Order of Layoffs

The Employer will determine the order of layoff based on performance, skill, qualifications, and attitude, as determined by the Employer. Where such factors are equal, the least senior employee will be laid off.

13.03 Recall Procedure

Subject to being currently qualified for the available work, Employees will be recalled in reverse order of layoff (by position), provided the Employee has the necessary skills, qualifications, and ability to perform the work that is available. Recall protection will not exceed the period of nine (9) months. Employees being laid-off must keep the Employer informed of their current address, 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.

#### 13.04 Termination

Employees not recalled within the recall protection period will be paid termination pay under the *Employment Standards Code*. Employees who waive the right of recall may be immediately paid termination pay at the time of waiver, if the Employer agrees.

#### 13.05 Notice of Layoff

The Employer will provide the Union notice of layoffs no later than when Employees are notified, and preferably in advance.

### **ARTICLE 14 – HOURS OF WORK**

14.01 Employees will provide for continuous 24-hour operations Monday through Sunday.

- (a) Full-time Employees will normally work eight (8) hours per day and forty (40) hours per week, subject to operational needs.
- (b) Employees will be assigned a work schedule based on their position, classification, and the needs of the organization.
- (c) The Employer may schedule 8-hour shifts, 10-hour shifts, or 12-hour shifts, depending on operational need.
- (d) The Employer may schedule shifts of less than 8 hours for Part-time Employees and Casual Employees.

#### 14.02 Current Shift Schedules

Subject to change, current shift schedules are as follows:

- (a) Crisis Workers (Permanent) work four (4) shifts of ten (10) hours each, either from Monday to Thursday or Tuesday to Friday, with rotating shifts.
- (b) Weekend shift are as follows:
  - 8 am – 6 pm
  - 10 am – 8 pm
  - 12 pm – 10 pm
- (c) Outreach Workers work Monday to Friday in 8-hour shifts with flexible scheduling to meet client needs.
- (d) Child and Youth Workers work Monday to Friday in 8-hour shifts, on a rotating schedule of:

- 8 am – 4 pm
- 11 am – 7 pm

(e) Chef works Monday to Friday from 2 pm to 9 pm.

(f) Cleaner works Monday to Friday from 4 pm to 8 pm.

(g) Night Shifts: There are no internal night shifts.

#### 14.03 Rotating Shifts

The Employer may organize day shifts and evening shifts.

Employees may be required to work rotating shifts. If necessary to introduce overnight shifts, the Employer will notify the Union in advance.

#### 14.04 Shift Posting and Shift Changes

Shifts will be posted one month in advance.

The Employer may change Employee shift schedules and hours based on operational needs. Except in cases of emergency or when otherwise agreed, the Employer will provide Employees with at least ten (10) days' notice of changes to their shift schedule, days, or hours of work.

#### 14.05 Time off Between Shifts

With the exception of voluntary shift exchanges, Employees are entitled to at least eight (8) hours of rest between shifts.

#### 14.06 Rest Periods

An Employee working more than five (5) hours is entitled to two (2) fifteen (15) minute paid breaks during the shift. An Employee working less than five (5) hours is entitled to one unpaid fifteen (15) minute break during the shift.

On shifts that are eight (8) hours or more, Employees are entitled to sixty (60) minutes of paid breaks during the shift, which can be broken up into two or more breaks.

Where possible, such break periods will not be scheduled to occur in the first or last hour of the shift.

#### 14.07 Reporting Pay

If an Employee reports for work at their regularly scheduled time, the Employee will be entitled to a minimum of three (3) hours' pay at no less than the Employee's regular rate, unless previously notified by the Employer that there is

no work that day or unless the Employee leaves work because of illness or other personal reasons. The Employer must provide at least twelve (12) hours' notice of any shift cancellation; failure to do so will entitle the Employee to a minimum of three (3) hours' pay if the employee shows up for their shift.

## **ARTICLE 15 – OVERTIME**

### **15.01 Authorization of Overtime**

The Employer will determine when overtime is necessary and for what period of time it is required.

### **15.02 Earning Overtime**

- (a) Overtime will be determined based on a 2-week averaging arrangement under which Employees will be entitled to overtime (and bank overtime hours) based on the following requirements:
  - (i) All authorized hours exceeding an average of forty (40) hours per week over a 2-week period will be banked as per section 15.03.
- (b) Casual Employees will be entitled to overtime for authorized hours that are over twelve (12) hours in a shift.

### **15.03 Overtime Bank**

- (a) Employees with overtime hours will take time off with pay instead of overtime pay at a time that the Employee could have worked and received wages from the Employer.
- (b) Each hour of overtime will permit one (1) hour of time off with pay.
- (c) Banked days off in lieu of overtime pay must be scheduled at a time that is mutually agreed upon by the Employee and Employer.
- (d) Time off with pay will be provided, taken, and paid to the employee within six (6) months of the end of the pay period in which it was earned.
- (e) If time off with pay instead of overtime pay is not provided, taken and paid in accordance with clause (d), the Employee will be paid overtime pay at the rate of time and one-half (1½x) the hourly rate for the overtime hours worked.

## ARTICLE 16 – GENERAL HOLIDAYS

16.01 In this Article “Average Daily Wage” is calculated by averaging the Employee’s total wages in the four (4) week period ending on the last day of the pay period that immediately preceded 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 Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada 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:

- (a) The holiday must be a regular day of work for the Employee;
- (b) The Employee must have been employed for at least thirty (30) days in the twelve (12) months preceding the holiday;
- (c) The Employee must have worked the scheduled shift immediately preceding and following the general holiday, except where the Employee is absent due to an approved leave;
- (d) work on the holiday when the Employee is scheduled or required to do so.

### 16.04 Holidays on Saturday and Sunday

If the general holiday falls on a Saturday, the preceding Friday will be considered the holiday. If the general holiday falls on a Sunday, the following Monday will be considered the holiday.

### 16.05 Substituted Holidays

Employees may ask to substitute a different day for a recognized general holiday, which the Employer may permit in its discretion, acting reasonably. Such requests must be made at least thirty (30) days in advance of the general holiday. The Employer will reasonably accommodate substituted holidays if it is a *bona fide* religious holiday for the Employee and doing so will not create additional liability for the Employer (e.g., added overtime costs).

If permitted, the Employee will work the general holiday as a normal day of work without any entitlement to holiday pay, and the substituted day will be treated as a holiday.

16.06 Falling on Days Scheduled to Work

A Full-time or Part-time Employee who is scheduled to work on a general holiday or a substituted holiday 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 plus:

- (a) pay at the rate of time and one-half times (1½ x) the regular hourly rate for all hours worked on the applicable general holiday or substituted holiday; or
- (b) another day off in lieu of working the general holiday or substituted holiday, on a day agreed by the Employer.

16.07 Compensation for General Holidays Falling on Schedule Days Off

There is no holiday pay for holidays that fall on a non-working day for an Employee.

**ARTICLE 17 – VACATION LEAVE**

17.01 Length of Vacations

Full-time and Part-time Employees will earn vacation on an accrued basis commencing on their first day of employment, continuing each pay period, as follows:

<b>Time Employed</b>	<b>Vacation Accrued</b>
Up to 1 year	10 days (4%)
After 1 year up through 5 years	15 days (6%)
After 5 years through 9 years	20 days (8%)
After 9 years	25 days (10%)

Vacation pay will be paid no later than the next regularly scheduled payday after the vacation commences.

Part-time Employees may opt to have their vacation paid out.

17.02 New Employees

Employees accrue a prorated portion of their annual vacation during the first calendar year of employment.

### 17.03 Taking Vacation

- (a) Annual vacation must be accrued for twelve (12) months before an Employee is entitled to use vacation time. Vacation time must be used within the 12-month period following an Employee's annual anniversary date.
- (b) Employees may take vacation in two (2) or more periods upon written request.
- (c) Each vacation period requested must be at least one day long. Exceptions may be considered upon request by the Executive Director or designate.

### 17.04 Scheduling Vacation

- (a) The Executive Director or a designate is responsible for the coordination of the vacation schedule and will verify the amount of time available and staffing capacity prior to approval.
- (b) Vacation requests must be submitted to the Executive Director or designate through the Request for Leave form.
- (c) Employees must communicate their vacation request by the 20<sup>th</sup> of each month for the following month and at least four (4) weeks prior to the start of the proposed vacation leave (the Employer may waive the requirement for 4-weeks' notice).
- (d) Vacation requests may be refused based on operational needs and the capacity of the Employer. Vacation time for all programs is subject to adequate coverage for the program position.
- (e) An individual from each program area must remain available for that program during a colleague's vacation time.
- (f) Requests from Full-time Employees to receive payment in lieu of vacation time will not be accepted. The Employer encourages Employees to take their vacation time.
- (g) Employees are entitled to carry over forty (40) hours of vacation with the approval of the Executive Director or a designate, such approval not to be unreasonably denied. Such carry over does not accumulate from year to year (i.e., it is at most forty (40) hours in any year).

### 17.05 Holidays During Vacation

If a statutory holiday falls within a vacation period, the statutory holiday will not be considered part of the vacation entitlement.

17.06 Casual Employees

Casual Employees are paid six percent (6%) vacation pay each pay period.

17.07 Vacation Pay on Termination

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

**ARTICLE 18 – WELLNESS DAYS**

18.01 Wellness Days

“Wellness Days” are paid days off work for the purpose of leave for illness, injury, sickness, personal family need, or health promotion. Wellness Days include the entitlement to personal and family responsibility leave under the *Employment Standards Code*.

18.02 Eligibility

- (a) Any Full-time employee working at the Employer longer than three (3) consecutive months is eligible for ninety-six (96) hours of paid wellness/sick time per year.
- (b) Any Part-time Employees working at the Employer longer than three (3) consecutive months is eligible for forty-eight (48) hours of paid wellness/sick time per year.
- (c) Employees who fulfill the above criteria on January 1 of each calendar year will acquire the above applicable hours of wellness/sick on that date. Any unused wellness/sick time cannot be carried into the next calendar year.
- (d) New Employees’ Wellness Days will be prorated based on the following schedule: All new Employees employed from January to June will receive the full annual hours, and Employees hired after June 30 will receive ½ that amount for the year.

18.03 Use

- (a) Wellness hours must be taken in minimum of 4-hour increments.
- (b) Accumulated wellness time may be used to care for dependent children who are ill. The Executive Director or designate has the right to request a medical certificate for sick children.
- (c) Employees may use Wellness Days as scheduled time off for appointments

at a maximum rate of one per month.

- (d) Wellness Days cannot be used in conjunction with regularly scheduled vacation time, time in lieu of overtime, or a paid or unpaid leave as a means of extending time away from work.
- (e) Requests to use wellness hours may be refused based on operational activities and staffing ratios. This right of refusal will not apply in cases of legitimate Employee illness, but will not be unreasonably denied.
- (f) Once Wellness Days are exhausted for the year, an Employee may choose to utilize accrued vacation time, pay in lieu of overtime, or request a Record of Employment to apply for benefits through Employment Insurance.
- (g) All Employees unable to attend work due to illness will inform the Executive Director or designate as soon as possible to support staff ratios. The Employer has the right to request a medical certificate for sick time after three (3) consecutive shifts of absence or where there is reasonable cause to suspect misuse. Where a medical certificate is requested by the Employer, the Employer will cover any associated cost. Otherwise, the Employer will not normally request a medical certificate prior to an absence of 3 consecutive shifts.
- (h) If an Employee requests three consecutive shifts of wellness time, the Employer may request a medical certificate for sick time taken.
- (i) The Employee, Union, and Employer will cooperate with any Employee accommodation needs, including through the use of modified duties, where available.
- (j) The Employer may ask Employees for medical certification of fitness to return to work.
- (k) The Employer may require the Employee to attend an Independent Medical Examination to determine the Employee's ability to work and availability of accommodation.

## **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, and Employer policy, including:

Bereavement leave	Long-term Illness
Citizenship Ceremony	Maternity
Compassionate Care	Parental
Critical Illness	Personal and Family Responsibility

Death or Disappearance  
Domestic Violence

Reservist  
Jury Duty

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 Elements of Leave

Details of the Employer's recognized leaves of absence are as follows:

Leave Type	Maximum Time	Notice Requirement	Notice to End Leave	Documentation Required
Citizenship Ceremony	Half Day	As soon as reasonable	As soon as reasonable	Letter of Confirmation
Compassionate Care	27 Weeks	2 Weeks	1 Week	Medical Certificate
Critical Illness	16 Weeks (Adult) or 36 Weeks (Child)	2 Weeks	1 Week	Medical Certificate
Death or Disappearance	52 Weeks (Disappearance) or 104 Weeks (Death)	As soon as reasonable	As soon as reasonable	Written Confirmation
Domestic Violence	10 Days	As soon as reasonable	1 Week	N/A
Long-term Illness	16 Weeks	As soon as reasonable	1 Week	Medical Certificate
Maternity	16 Weeks	6 Weeks	4 Weeks	Medical Certificate
Parental	62 Weeks	6 Weeks	4 Weeks	Birth Certificate
Reservist	Period of Training	4 Weeks	4 Weeks	Document from Commanding Officer
Jury Duty	As Needed	As soon as reasonable	As soon as reasonable	Civic Requirement Letter

## 19.03 Bereavement Leave

The organization provides up to three (3) days of paid leave to arrange and/or attend the funeral of a family member as defined by this policy.

An Employee is entitled to two (2) days of unpaid Bereavement Leave for the funeral of a person whose relationship to the Employee is or has been such as to justify the Employee's absence, provided special approval of the Employee's supervision is first obtained.

Family members may include: children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews, all who may be considered family

members. The definition also includes those who are not related, but whom the Employee considers to be like a close relative.

Bereavement Leave can be taken after a pregnancy loss. A pregnancy loss is any situation where a pregnancy ends other than in a live birth.

The Employer also recognizes that pets are a part of our families and provides up to one (1) day of paid leave per year to grieve and make arrangements in the event that your family pet passes away.

#### 19.04 Requesting Leave

The Employee is responsible for submitting a request for a leave of absence to the Employer for approval. The Employee is also responsible to provide any supporting documentation reasonably required by the Employer. Any cost incurred for the documentation listed in 19.02 will be reimbursed by the Employer.

#### 19.05 Communications about Leave

Employees granted a leave of absence must cooperate with the Employer during the term of their absence. Employees have a duty to communicate throughout the leave and must stay in contact with the Employer. This duty involves, at a minimum, responding to calls and other attempts to communicate with them as soon as reasonably possible (and in no event later than three (3) business days after such calls are made).

The Employee also has a duty to provide requested information. If requested, Employees must provide information that the organization thinks is appropriate and necessary to verify their right to any continuing eligibility for leave.

#### 19.06 Elections

The Employer will comply with any obligations to provide Employees with time for voting under the *Elections Act*.

#### 19.07 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) The Employee must request time for such leave in writing to the Executive Director or a designate at least two (2) weeks prior to the commencement of the leave.

- (c) Union Leave will also be granted for:
  - (i) An Employee elected, selected, or appointed to be a full-time or part-time official of the Union;
  - (ii) An Employee elected to a full-time position in a National or Provincial Labour Organization to which the Union is affiliated or chartered, for a period of up to two (2) years and extended in the event of re-election;
  - (iii) Full-time duties with CUPE National for a period of time up to one (1) year and extended with application to the Employer, in its discretion.
- (d) The Employee or Union will give written notice to the Employer as soon as they are aware of the need for this leave.
- (e) Employees on Union Leave will continue to accrue seniority, sick leave credits, vacation credits, and any other accrual as if they were regularly at work.
- (f) The Employee is entitled to carry over a maximum of forty (40) hours of vacation time when returning to their position in the bargaining unit from a Union Leave where approved by the Employer in advance for exceptional cases.
- (g) Employees returning from Union Leave will return to their former positions, or an equivalent position if their position no longer exists.
- (h) The Employer will continue to pay the full wages and benefits of the Employee on leave in this clause and will be promptly reimbursed by the Union for all employment costs upon the Employer providing a full invoice of the cost to the Union. The Employer may add a ten percent (10%) administration charge to the Union.

#### 19.08 Unpaid Leave of Absence

Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employee must give at least one (1) month's notice. The Employer may grant such requests for leave in its discretion, including consideration of operational needs.

The response of the Employer will be given in writing; if refusal, the reasons for the refusal will be stated.

Such leave will not affect any banked sick leave hours, banked vacation hours, or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits, and seniority will not accumulate during sick leave. Medical, dental, and other insurance coverage under this Agreement will continue if the Employee pays the full premium (both the Employee share and Employer share) for such coverage. If payment is not received from the Employee within thirty (30) days of being notified of the amount, the coverage will be terminated.

## **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". Employees will be paid for the value of the job they perform, as indicated in Schedule "A".

### **20.02 Reporting**

For each pay period, each Employee will be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

### **20.03 Payroll Errors**

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer will notify the Employee in writing that an overpayment has been made and, where time permits, discuss the repayment options.

By mutual agreement between the Employer and the Employee, repayment arrangement will be made. In the event mutual agreement cannot be reached, the Employer will recover the overpayment by deducting up to twenty percent (20%) of the Employee's gross earnings per pay period. There is no limit on the Employer's ability to deduct for recovering overpayments if it is the Employee's last payroll.

## **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

### **21.01 Eligibility**

Only Full-time and Part-time Employees are eligible for health and welfare benefits coverage.

21.02 Benefits Changes

The Employer will continue its existing health and welfare benefits plans, but it may make changes across the organization to the benefits carrier, benefits levels, and employee contributions. If employer chooses to change benefit carriers/plan, the Employer will consult with the Union.

21.03 Benefit Coverage

Subject to section 21.02, the Employer will pay fifty percent (50%) of the cost of the benefit plans for all Employees and their dependents, including but not limited to what is covered under Community Services Benefits Trust, effective October 1, 2024.

21.04 Employer Responsibility

The Employer is not responsible for any decisions made by benefits carriers in administering benefits. The Employer is not the Employees' agent in managing any benefits issues.

**ARTICLE 22 – RRSP**

22.01 Full-time and Part-time Employees are eligible for RRSP matching after one (1) year of employment.

22.02 Participation in the RRSP matching program is voluntary.

22.03 Based on years of service, participating Employees must contribute a minimum percentage of their earnings (payable each pay period) based on the following table:

<b>Years of Service</b>	<b>% Minimum Employee Contribution %which is also Matched by Employer</b>
1-5	3%
5-10	5%
10+	7%

The Employer will match the minimum employee contributions. Employees may contribute above the minimum percentages, but those excess contributions will not be matched by the Employer.

**ARTICLE 23 – HEALTH AND SAFETY**

23.01 The Employer and the Union agree that safety in the workplace and the protection of all Employees and clients are of primary importance. Safety is a

shared responsibility, and the participation of all Employees to improve safety practices and conditions is encouraged and expected.

23.02 The Employer, the Union, and Employees will comply with the Employer's health and safety policies and program. Employee failure to comply with these policies and program may result in discipline.

23.03 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 ("JHSC") will hold its meetings four (4) times a year and carry out its duties and functions during normal working hours with pay. The terms of reference will be established by the Committee, and minutes will be shared with all Employees. In the event of a situation requiring immediate attention, the JHSC has the right to call an additional meeting to address the issue promptly.

Employees acting in their capacity as Occupational Health and Safety members will be compensated as per their regular wage for all time served.

23.04 The Employer and Union have an obligation to ensure fair, non-discriminatory treatment of all Employees.

The Employer, Union, and Employees are committed to supporting Employee accommodation and working cooperatively in compliance with the *Alberta Human Rights Act* and the Employer's information needs.

The goal of accommodation is to recognize Employee's capabilities, to reasonably remove barriers, and to keep Employees working where reasonable and useful to the Employer.

## **ARTICLE 24 – PROFESSIONAL DEVELOPMENT AND EXPENSES**

### 24.01 Training

The Employer may provide or require Employees to attend training courses or programs.

### 24.02 Professional Fees

(a) Upon proof of payment, the Employer will reimburse all Full-time Employees and all Part-time Employees who have completed 6 continuous months of employment for the following:

- (i) Full-time Employees: fifty percent (50%) per year of the cost of one designation required by the Employee's current position, where the Employer agrees the training or designation is relevant and useful for the Employee's work for the Employer.
- (ii) Part-time Employees: fifty percent (50%) of the amount prorated to the Full-time equivalent, where the Employer agrees the training or designation is relevant and useful for the Employee's work for the Employer.

The Employer may require a certificate of completion to support the professional development reimbursement request.

- (b) An Employee who has received the professional fees reimbursement and who terminates employment voluntarily before six (6) months following receipt of the professional fees reimbursement will pay back fifty percent (50%) of the fee reimbursement and agrees to the Employer deducting that amount from the Employee's pay.

#### 24.03 Mileage

- (a) For work-related transportation, Employees are expected to use the Employer's vehicle when it is available.
- (b) When Employees are required by the Employer to use their personal vehicles in the performance of their duties outside Strathmore (or when otherwise approved by the Employer), they will be reimbursed for all distance driven for Employer business purposes at the rate of fifty-three cents (\$0.53) per kilometer or the highest non-taxable rate paid by the Government of Alberta, whichever is higher.
- (c) When calculating the distance where a trip begins at home, the distance charged will be from the lesser of home or the workplace to the designated location.

#### 24.04 Professional Development

- (a) The Employer agrees to pay all costs associated with training or courses required by the Employer, subject to any conditions in the Employee Handbook. For training required upon the start of employment, Employees will be reimbursed upon successful completion of the probationary period.
- (b) No Employee will suffer loss of wages or benefits while participating in such mandatory training or courses.

- (c) Where an Employee's attendance is required at an in-service, seminar, or workshop outside normal working hours, the Employee will be paid in accordance with the Collective Agreement or given time off in lieu at a later date.

## **ARTICLE 25 – OVERNIGHT SHIFT**

- 25.01 If the Employer implements an overnight shift, the parties will meet to discuss any special terms and conditions for the overnight shift.

## **ARTICLE 26 – CONFIDENTIALITY**

- 26.01 Employees are expected to protect all confidential information of the Employer, its clients, and suppliers.
- 26.02 Employees must not disparage or defame the Employer in any way, including on social media.
- 26.03 Employees must comply with all Employer Information Technology rules and policies.

## **ARTICLE 27 – CASUAL AND TEMPORARY EMPLOYEES**

- 27.01 The following Articles and Clauses do not apply to Casual or Temporary Employees:
  - (a) Article 11 (Seniority)
  - (b) Article 13 (Layoff and Recall)
  - (c) Article 18 (Wellness Days)
  - (d) Article 19 (Bereavement Leave)
  - (e) Article 21 (Health & Welfare Benefits)
  - (f) Article 22 (RRSP)

### 27.02 Scheduling Casuals

The Employer may schedule Casual Employees or not, in its complete discretion.

### 27.03 Casual Availability

Any Casual Employee who is not on an approved leave of absence and who declines five (5) consecutive shift offers by the Employer or fails to work any shift for the Employer for six (6) consecutive months, may be terminated from employment without notice or pay in lieu.

### 27.04 Casual Holiday Pay for Working

Where a Casual Employee works on a general holiday, the Casual Employee will be paid for the general holiday at a rate of one point five times (1½x) the regular wage rate.

### 27.05 Bereavement

- (a) Casual Employees will be entitled to unpaid bereavement leave only.
- (b) A Temporary Employee will be entitled to unpaid bereavement leave only.

### 27.06 Wellness Days

- (a) Casual Employees are not entitled to Wellness Days.
- (b) After ninety (90) days, a Temporary Employee will be entitled to the same level of Wellness Days as a Part-time Employee.

### 27.07 Seniority

- (a) If a Temporary Employee becomes permanent at the end of the temporary term, the Employee will be credited with seniority from the start of the temporary term.
- (b) If a Casual Employee becomes a Permanent Employee in a part-time or full-time position, the Employee will be credited with seniority based on the hours worked relative to the equivalent full-time hours based on a schedule of two thousand eighty (2,080) hours per year.

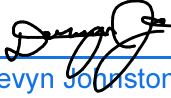
## **ARTICLE 28 – TERM OF AGREEMENT**

28.01 This Agreement will be in effect commencing December 1, 2025 until November 30, 2027, and will continue from year to year thereafter unless either party desiring to propose changes to this Agreement will, between the period of 60 and 120 days prior to the termination date, give notice of intent to commence collective bargaining in writing to the other party. Within forty-five (45) days of receipt of such notice by one party (or such later time as agreed), the other party is required to enter into negotiations for a new Agreement.

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



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Devyn Johnstone (Feb 12, 2026 14:52:03 MST)

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Stephanie Loewen (Feb 12, 2026 15:15:57 MST)

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Colette Singh (Feb 17, 2026 09:46:46 MST)

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DATE

Feb 17, 2026

**FOR TRUE NORTH SOCIETY**



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Courtney Helfrich (Feb 17, 2026 09:47:52 MST)

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Joni Chyzyk (Feb 17, 2026 09:49:50 MST)

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TW Ross (Feb 17, 2026 12:48:24 MST)

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DATE

Feb 17, 2026

## SCHEDULE A – CLASSIFICATIONS AND WAGES

### **WAGE GRID**

Years 1 and 2: 6-step grid as follows:

<b>Job Titles</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Crisis Worker	23.00	23.70	24.40	25.10	25.80	26.50
Outreach	25.00	25.65	26.30	26.95	27.60	28.25
Indigenous	25.00	25.65	26.30	26.95	27.60	28.25
Family Support	25.00	25.65	26.30	26.95	27.60	28.25
Cleaner	18.00	18.53	19.06	19.59	20.12	20.66
Public Ed	25.00	25.65	26.30	26.95	27.60	28.25
Cook	20.00	20.60	21.20	21.80	22.40	23.00
Childcare	21.00	21.80	22.60	23.40	24.20	25.00

### **Notes to Wage Grid:**

1. When a new employee is hired and has prior relevant experience in the same classification or a similar field, the Employer may reasonably recognize that experience for the purposes of determining the employee's starting wage on the applicable wage grid. Placement may take into account the employee's previous experience and qualifications, in the Employer's discretion, with the intent of placing the employee at a fair step on the wage grid relative to their experience.

Nothing in this clause prevents the Employer from requesting verification of previous experience, and such verification will not be unreasonably withheld.

2. All employees move from one step to another after 2,080 hours, including actual work time, approved vacation time, approved Wellness Days, and paid bereavement leave. Hours will be counted from the date of ratification.
3. Employees currently paid more than the top rate will be red circled.
4. Upon ratification, all current permanent employees advance to the next step above their current rate of pay existing on ratification date. Casuals do not.

Signing bonus payable to Employees employed at the time of this proposed Memorandum of Agreement and also employed at the date of ratification:

- \$1,200 for permanent Employees
- \$600 for casual Employees
- The Cleaner will move to Step 4 on the Wage grid at the start of this Agreement.