

Collective Agreement

between

**Parkland Community Living and Supports Society
(Parkland CLASS)
[the “Employer”]**

and

**Labourers’ International Union of North America
(LIUNA), Local 3000
[the “Union”]**

September 1, 2023, to August 31, 2026



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Preamble

Parkland Community Living and Supports Society exists to improve the quality of life of children and adults with developmental disabilities through individual choice, dignity, and rights. This mission is accomplished through the contributions of Employees who deliver quality services and programs. The general purpose of this Agreement is to establish mutually satisfactory labour relations between the Employer, the Union and the Employees covered by this Agreement.

It is the intent of the parties to:

1. Ensure the provision of the best possible service and quality Individual care;
2. Continue innovation in the delivery of quality disability services through the efficient and effective operation of an accredited/certified human services organization;
3. Protect the interest of the Individual(s), Employee(s), the Employer, and the Community;
4. Maintain harmonious relations between the Employer and the Union;
5. Recognize the mutual value of joint discussions and negotiations in all matters arising from the Collective Agreement;
6. Provide the means for the prompt resolution of grievances and disputes, and
7. Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

Article 1 – Term

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force from September 1, 2023 to August 31, 2026 and from year to year thereafter, unless amended. Notification of desire to amend may be given in writing by either party between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 The Collective Agreement will continue to be in force and effective until a new Collective Agreement has been executed.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, mailed in pre-paid registered envelope, or sent by electronic mail in the case of the Employer to The Chief Executive Officer and in the case of the Union to the Business Representative and/or President.

- 1.04 The Employer and the Union may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.

Article 2 – Definitions

- 2.01 “Agreement” shall mean this collective bargaining agreement.
- 2.02 “Code” means the *Labour Relations Code*, as amended from time to time.
- 2.03 “Arbitration” shall take the meaning from the section of the Code dealing with the resolution of a difference.
- 2.04 “Union” means Labourers’ International Union of North America (LIUNA), Local 3000.
- 2.05 “Employer” means Parkland Community Living and Supports Society.
- 2.06 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) “Full-time:” is an Employee who is hired to fill a permanent position(s) whose regularly scheduled hours of work are on average thirty (30) hours or more per week.
 - (b) “Part-time”: is an Employee who is hired to fill a permanent position(s) whose regularly scheduled hours of work are on an average less than thirty (30) hours per week.
 - (c) “Casual Employee” is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call-in basis and is not regularly scheduled.
 - (d) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

- (e) "School employee" is one who is hired to fill a recurring position at Parkland School, which coincides with the school's academic period. Such employees may be hired to work full-time, part-time, casual, or temporary.
- 2.07 "Basic Rate of Pay" shall mean the step in the Wage Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of any premiums.
- 2.08 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The length of the shift shall be determined by the Employer. The day runs from midnight to midnight.
- 2.09 "Academic Period" shall mean the period in which Parkland School is in regular session, September – June.
- 2.10 "Non-Academic Period" shall mean the period in which Parkland School is not in regular session, July-August.
- 2.11 "Employee Status" shall mean the full time, part time, casual and/or temporary capacity that an Employee is employed in.
- 2.12 "Position" shall mean:
- (a) the status;
 - (b) the classification; and
 - (c) full time equivalent
- 2.13 "Shall" will be seen as mandatory rather than directory.
- 2.14 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.15 Throughout this Collective Agreement the singular applies also to the plural, and vice versa.
- 2.16 "Certificate" is the certificate noted as Certificate 65-2017 issued by the Alberta Labour Relations Board.
- 2.17 "Business Representative" shall mean a person employed by the Union authorized by the Union to act on behalf of an Employee(s).
- 2.18 For the application of the Employment Standards, Caregiver regulations;
- a) "Caregiver" means all Employees who work in the following programs: Adult Residential Services, Children's Residential Services, Family Supports, Independent Lifestyles, Bridging and Children's Supported Home Placement.
 - b) "Non Caregiver" means all Employees who work in the following programs: Parkland School and Maintenance.
- 2.19 "Location" means the place where work is occurring at a Parkland facility or in the community.

2.20 “Individual” means Individual in Service rather than an Employee.

Article 3 – Application

- 3.01 The Collective Agreement shall apply to all Employees of the bargaining unit, except as specified within the Collective Agreement.
- 3.02 Employees shall be compensated for work performed in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 3.04 Any changes identified or deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

Article 4 – Union Recognition

- 4.01 The Union agrees that there will be no Union activity, business or meetings, solicitation for membership on Employer premises or at any location where the Employer's business is being carried out or services provided except with the written permission of the senior management of the Employer or as specifically provided for in this Agreement.
- 4.02 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement and the Certificate. The Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 4.03 All Employees have the right:
 - (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 4.04 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Collective Agreement.

- 4.05 Employees shall be permitted to wear a Union lanyard or other Union insignia during all hours of employment subject to the timely approval of the health and safety committee.
- 4.06 The Union shall provide a Union orientation of not more than one-half (1/2) hour to a new Employee on the Employer's time. The Employer will provide the Union Representative with a list of new Employees and scheduled dates for the Union to meet with the new Employees.
- 4.07 The Employer and the Union will each pay one-half (1/2) of the agreed upon cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee upon commencement of employment or at the Union orientation. The printing of the Collective Agreements will be the responsibility of the Union.
- 4.08 On each worksite, the Union may have a binder for Union information and notices that is accessible to Employees. When the Union has a requirement for special communication to their members, the Union shall submit the communication to the CEO or delegate. If approved, the communication will be posted on the internal website for distribution to Employees.
- 4.09 Four times a year the Union Business Representative may utilize the employees' email addresses at Parkland CLASS to communicate notices and other materials related to union activities to employees, subject to the approval process outlined in Clause 4.08.

Article 5 – Union Membership and Dues Deductions

- 5.01 All Employees who are covered by this Agreement shall pay Union dues on all earnings and initiation fees (if applicable), as directed by the Union.
- 5.02 The Employer shall, when remitting such dues and/or fees, include a list showing from whom the deductions were made, or why deductions were not made. The deducted amounts shall be remitted to the Union by the 20th of the month following the pay period. The Employer may submit Union dues electronically to an account as specified by the Union. Each dues report should contain the following: employee number, full name, FT/PT/Casual status, hours worked, primary wage rate, gross wages, and dues amount.
- 5.03 The Employer agrees to show the total amount of Union dues on the Employee's T4 slip. In consideration of deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liability arising or resulting from the operation of this Article.
- 5.04 The Employer agrees to send to the Union office, each month, a list of names, addresses and classifications of all new Employees and the names and current addresses of those Employees who have terminated employment.

- 5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least sixty (60) days prior to the effective date of the change.
- 5.06 (a) Twice every calendar year the Employer shall provide to the Union, a list of all Employees in the bargaining unit, their mailing addresses, and phone numbers known to the Employer. The Employer further agrees to furnish the Union with an up-dated list of Employee information as reasonably requested.
- (b) The Union acknowledges that the information provided is sensitive personal information and agrees that it will take appropriate steps to safeguard the information from unauthorized access and disclosure. The information will only be used for the purposes of communicating official Union business to the membership.

Article 6 – Management Rights

- 6.01 The Union acknowledges and recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are relinquished or restricted by this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that the management of the business and the direction of the workforce are the exclusive function of the Employer including, but not limited to the right to:
- (a) Determine and establish standards and procedures for the care, welfare and safety of Individuals in service;
 - (b) Implement and apply any standards or procedures imposed by an outside governing body;
 - (c) Maintain order, discipline and efficiency;
 - (d) Hire, assign, direct, transfer, upgrade, promote, demote, classify, layoff, recall, suspend, discipline or dismiss Employees subject to the provisions of Article 10 – Discipline, Suspension or Dismissal;
 - (e) Direct the workforce and to create, modify or discontinue classifications, hours of work, work schedules, work assignments, work units, and to determine the number of Employees needed in any work location, work unit or classification;
 - (f) Determine the number and qualifications of staff required, services to be provided and the methods, procedures, equipment and technology to be used in connection therewith. This includes the right to introduce new and improved methods, equipment

and technology; and

(g) Make, enforce and alter reasonable rules and regulations to be observed by all Employees which are not in conflict with any provisions of the Collective Agreement.

6.03 The Parties' respective rights under this Collective Agreement will be exercised in a fair and reasonable manner and consistent with the terms of this Agreement.

Article 7 – Union Committee and Stewards

7.01 The Union recognizes that the Steward must perform their regular work as scheduled by the Employer. The time required for a Steward investigating a grievance or processing a grievance in accordance with the grievance procedure of this Agreement shall be outside of the scheduled work hours of the Steward and the Employee(s) involved, unless permission is granted by the Employer. However, when timely investigations are required, the parties may mutually agree that such investigation and/or grievance processing will occur during the scheduled hours of work of a Steward, in which case the Steward will be paid by the Employer for time required.

7.02 The Employer acknowledges the right of the Union to appoint non probationary Employees as Union Stewards. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

7.03 The Union shall determine the number of Union Stewards, having regard to the plan of the organization and the distribution of Employees at the workplace. Granting a leave of absence for Union activities is subject to operational requirements. Leave of absence requests will not be unreasonably denied.

7.04 The Employer recognizes the Union Steward as an official representative of the Union. They shall be recognized as having the authority to act on behalf of Employees in the bargaining unit, but not authorised to change or alter terms and conditions of this agreement. Union Stewards shall be Employees of the Employer. The Union Stewards shall have the right at any time to have the assistance of their Union Business Representative or designate.

7.05 A Union Steward will, at the request of an Employee, accompany and represent them in any meeting that may lead to discipline, investigation, during a disciplinary meeting and during the processing of a grievance with the Employer.

7.06 Absence from Work for Union Business

(a) The Grievor and Union Steward shall be granted time off with no loss of pay for time spent in discussing grievances with representatives of the Employer as outlined in the Grievance Procedure.

(b) To facilitate Article 8.01, time off without loss of pay shall be granted to Employees; however, the Union agrees to reimburse the Employer for actual costs of wages and

benefits associated with the Employee being on a Union leave. The Employer will provide the Union with a detailed accounting of such costs when it submits its bill to the Union. An Employee on any Union leave shall continue to accrue seniority.

- (c) Time off without pay shall be provided to attend any associated hearing or arbitration.
 - (d) In the event the Employer has additional costs to cover the Employees' absence, the Union shall pay the additional cost of the replacement Employee after discussion and agreement between the parties.
- 7.07 The Employee and the Steward shall receive their pay at the straight time hourly rate of pay for all regularly scheduled working hours lost due to attendance at meetings with representatives of the Employer. If no Steward is available, then the Business Representative or designate will be contacted. In any event investigations and disciplinary meetings shall not be unreasonably delayed because the Union is not available.
- 7.08 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Stewards and effective dates of appointment of each Steward. Similarly, the Employer will supply the Union with a list and contact information of its supervisory or other personnel with whom the Union may be required to transact business.
- 7.09 A Union Negotiating Committee of not more than six (6) shall be selected by the Union to represent the Union for the purpose of negotiating the renewal of this Agreement. Negotiation dates will be scheduled subject to the operational requirements of the facility. Each member of the Union Negotiating Committee shall be paid by the Employer and shall receive their Basic Rate of Pay for all regularly scheduled working hours lost due to attendance at negotiation meetings and associated proceedings thereafter. The Union agrees to reimburse the Employer as outlined in Article 7.06.
- 7.10 Time off with regular earnings shall be granted to Employees who are participating in Union approved Union business. The Union agrees to reimburse the Employer for actual costs of wages and benefits associated with the Employee being on Union approved Union business. The Union agrees to provide as much notice as possible of when said Employees will be off. The Employer will not unreasonably deny Union Business time off requests.

Article 8 – Time off for Union Business

- 8.01 Time off without loss of pay shall be granted to Employees, as requested by the Employee, and approved by the Employer, in order to participate in negotiations and to represent the Union on Union business, in accordance with 8.02(b).

8.02 Absence from work for Union Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, two (2) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Executive Board.
- (c) Employee(s) who are elected or selected for any position with the Union shall be granted leave of absence without pay and without loss of seniority.
 - (i) If it is permitted by the carrier under the retirement saving plan, group life plan and any other benefit plans, the Employee(s) shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
 - (ii) Such leave will be limited to a period of two (2) years, requests or extensions for an extension will not be unreasonably denied.
 - (iii) The Employee will be permitted to work for gain for such leave.

Article 9 – Respect in the Workplace

- 9.01 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment. The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, bullying and harassment are not tolerated.
- 9.02 The Parties agree there shall be no discrimination, harassment, interference or coercion exercised or practiced by any party in respect of an Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, political beliefs, marital status, family status, sexual orientation, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 9.03 Article 9.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 9.04 When a workplace harassment and violence complaint is filed by an identifiable employee to the Human Resources Department and follows the Employer's established process, the Business Representative will be notified within five (5) days.

- 9.05 Employees who are a complainant or respondent are entitled to independent Union representation during an investigation held pursuant to Article 9.
- 9.06 When the workplace harassment and violence investigation is completed, both the complainant and the Respondent will be provided with the findings pertaining to the allegation.
- 9.07 The investigation shall be concluded as soon as is reasonably possible.

Article 10 – Discipline, Suspension or Dismissal

- 10.01 No Employee shall be disciplined without just cause. This does not prevent immediate discipline or dismissal for just cause or the dismissal of an Employee serving a probation period.
- 10.02 An Employee shall have the right to have a Union Steward and/or Representative present during any disciplinary meeting with the Employer or any investigation that may result in disciplinary action.
- 10.03 An Employee may be disciplined, suspended with or without pay or dismissed with just cause for misconduct or incompetence, including but not limited to the following:
 - (a) Any abuse of any individual(s) as defined by the Abuse of Individuals in Service Policy;
 - (b) Failure to obtain and maintain mandatory training and/or certification within the required timelines;
 - (c)
 - (i) Is absent from scheduled work for a period of two (2) or more consecutive working days without the approval of the Employer of such absence without reasonable explanation.
 - (ii) Fails to report to work as scheduled at the end of a leave of absence, vacation or suspension, without reasonable explanation acceptable to the Employer; or
 - (iii) Utilizes a leave of absence for purposes other than that for which the leave was granted.
- 10.04 The Employee shall be given the opportunity to sign any written notice of discipline, for the sole purpose of indicating that they are aware of the disciplinary notice.
- 10.05 When requested by the Employee, disciplinary measures shall be removed from an Employee's personnel file after eighteen (18) months of continuous service, exclusive of absences in excess of thirty (30) days, from the date the disciplinary action was invoked provided no further disciplinary measure was imposed during this period. Once eligible for removal, the Employer shall not rely on nor refer to such discipline in responding to new misconduct or performance issues.
- 10.06 It is agreed that the Business Representative will be notified as soon as practicable of the dismissal of any post-probationary employee in the bargaining unit.

Article 11 – Grievance Procedure

11.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.

11.02 Employees shall have the right to be accompanied by a Union Steward or other Union Representative at any meeting with the Employer in the grievance process.

11.03 Complaint Stage

It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible and it is understood that an Employee has no grievance until they have met and addressed their concern with their Supervisor, Coordinator or designate. Such concern shall be discussed within ten (10) calendar days of the date the Employee first became aware of or reasonably should have been aware of the event leading to the grievance. A sincere attempt will be made by both parties to resolve the problem at this level.

Step One (1)

If the complaint is unresolved, a written grievance may be submitted to the next level of management or designate, through the Director of Human Resources, within ten (10) days of the receipt of the previous decision. A timely meeting will be arranged between the appropriate parties and management or designate shall render their decision, in writing, within ten (10) days of the meeting.

Step Two (2)

If the complaint remains unresolved after Step One (1), the grievance may be referred, in writing, to the Director or the designate within ten (10) days of the decision in Step One (1). A timely meeting will be arranged between the Director or designate and the appropriate parties. It is understood and agreed that a Union Representative and the grievor may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The Director or designate will render their decision, in writing, within ten (10) days of the meeting. A copy of the Step Two (2) grievance reply will be provided to the Union.

If the reply of the Director or designate is unacceptable, or the matter remains unresolved, either party to the agreement may, within twenty (20) days of the reply, request that the matter(s) be referred to arbitration.

11.04 Suspension and Discharge

A grievance by a non-probationary Employee alleging unjust suspension or discharge shall commence at Step 2 of the Grievance Procedure provided the Employee submits their written and signed grievance within ten (10) calendar days.

11.05 Policy Grievance

A grievance arising directly between the Employer and Union concerning the interpretation, application, or alleged violation of this Agreement shall be originated at Step Two (2) within ten (10) days following the circumstances giving rise to the grievance. A policy grievance filed by the Union shall be presented to the Human Resource Director or designate. A grievance filed by the Employer shall be presented to the Union Representative.

A meeting will be arranged between the parties. The decision of the non-grieving party will be delivered, in writing, within ten (10) days of the meeting.

11.06 Group Grievance

Where a difference has allegedly occurred, which affects more than one (1) Employee, a group grievance may be initiated at Step One (1). The names of the Employees who are parties to the grievance will be attached.

11.07 Mediation

The parties may mutually agree to a non-binding mediation at any point in the grievance procedure. The Mediator shall be appointed by mutual agreement.

The Mediator's expenses shall be borne in equal shares by the Employer and the Union.

11.08 Alternate Dispute Resolution

At any point of the grievance procedure, the Parties may mutually agree to attempt to resolve the issue in dispute through an Alternate Dispute Process as set out in LOU #1.

11.09 Any mutually agreed Letters of Understandings or memorandums of agreements to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.10 Time Limits

Throughout the Article, unless explicitly stated, the reference to "days" shall not include Saturdays, Sundays or General Holidays.

11.11 The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent, in writing, between the Union and the Employer.

11.12

(a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered conceded and shall be abandoned unless

the parties have mutually agreed, in writing, to extend the time limits or where extenuating circumstances have prevented the Employee's or Union's ability to do so.

- (b) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

Article 12 – Arbitration

12.01 Failing settlement of the grievance, a grievance may be submitted to arbitration.

The Parties shall agree upon a single Arbitrator to hear the matter. If they are unable to agree upon an Arbitrator, then either party may request Mediation Services, or designate, to appoint an Arbitrator in accordance with the *Labour Relations Code* and subsequent amendments to the Code.

- a) By mutual agreement the Parties may use an arbitration panel. The Parties have five (5) days to notify the other Party of the identity and provide contact information of their nominee.

12.02 The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

12.03 Each party to the grievance shall bear the expense of its respective appointee, if applicable, to the Arbitration Board, and the Union and Employer shall bear equally the expenses of the Chairperson.

12.04 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure, unless mutually agreed by the parties.

12.05 The Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

12.06 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

12.07 The time limits and procedures set out in the arbitration provisions herein are mandatory except where such time limits and/or procedures are extended by the written agreement of the parties.

Article 13 – Seniority

13.01 An Employee shall only acquire seniority upon the successful completion of the required probationary period. However, once acquired, seniority would measure from the date of last hire, subject to adjustments specified herein.

- (a) The seniority date for Full-time and Part-time Employees shall be their last date of hire within the bargaining unit.
- (b) Casual Employees do not accumulate seniority. However, for Casual Employees whose status changes to Full-time or Part-time the “seniority date” shall be established by dividing all hours worked with the Employer from the date the Employee commenced performing bargaining unit work by one thousand eight hundred (1800) hours and converting the result to a seniority date. Eighteen hundred (1800) hours is equivalent to one (1) year of service. Seniority date cannot precede date of hire.
- (c) Full Time or Part Time Employees whose status is changed to a Casual Employee and at a future date changes back to a Full-time or Part-time status will have their original seniority date recognized.
- (d) An Employee’s seniority date shall be adjusted for any personal leaves that exceed thirty (30) days.

13.02

- (a) The Employer shall maintain a seniority list showing the current job classification(s), seniority date and last date hired for permanent full and part time Employees.
- (b) An up-to-date seniority list shall be sent to the Union and placed on the Employer’s Intranet in January of each year, or upon request to the Union Representative or Union Steward.

13.03 Seniority shall be considered in determining:

- (a) preference of vacation time subject to the provisions of Article 27;
- (b) layoffs and recalls, subject to the provisions of Article 14;
- (c) filling vacancies within the bargaining unit, subject to the provisions of Article 23.

13.04 If two (2) or more Employees have the same seniority date, the Employees shall participate in a random draw to establish their position on the seniority list for the term of the Collective Agreement. The draw will take place in the presence of a Union representative and a management representative of the Employer.

13.05 An Employee shall lose all seniority if they:

- (a) resign or retire;
- (b) are dismissed and not reinstated through the grievance/arbitration procedure;
- (c) are laid off; in excess of one (1) year; not applicable if they are still employed as a Casual Employee;
- (d) utilize a leave of absence for purposes other than that for which the leave was granted;
- (e) remain on a leave of absence without pay for a period in excess of two (2) years;
- or
- (f) fail to reply and/or accept a recall notice to a position with an equivalent FTE to their pre-layoff position, pursuant to Article 14.08 (Layoff and recall Procedure), unless a reason satisfactory to the Employer is provided.

13.06

- (a) An Employee temporarily filling a non-bargaining unit position with the Employer, shall retain but not accrue their seniority for a period of up to eighteen (18) months.
- (b) If an Employee permanently transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated for one (1) year. After one (1) year all Union seniority will be lost.

Article 14 – Layoff and Recall

14.01 When it becomes necessary for the Employer to reduce the workforce or hours worked, the Employer shall meet with the Union prior to a planned reduction in an Employees' hours or the elimination of position(s). The purpose of this meeting is to inform the Union of the extent of the planned reduction or position elimination(s) and discuss how the reduction or position elimination(s) will take place, review the current seniority list, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

For the purpose of Article 14 meeting and notification includes electronic exchange of information as well as telephone and in person meetings. The Parties agree they will respond in a timely manner.

The Union agrees to keep the information gained at this meeting confidential until the Employer has an opportunity to announce the changes to the Employees.

It is recognized that some Employees hold more than one position with the Employer. The provisions of this Article will be applied to each position separately unless otherwise stated below.

For the purpose of this Article, 'days' are all days excluding Saturday, Sunday and General Holidays.

14.02 Notice

- (a) In case it becomes necessary to reduce the hours of work, or eliminate positions, the Employer will first attempt to notify Employees who are affected in person. If unsuccessful, the Employer will then notify the Employee by email using the company email system. Notice will be given at least ten (10) days prior to the implementation of the changes. A copy of each Notice shall be forwarded to the Union forthwith.
- (b) Except in extenuating circumstances, notice is deemed to have been given at the time it is delivered in person, or twenty-four (24) hours from the time the email was sent to the Employee.
- (c) This Notice shall not be required where reductions result from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
 - (i) Where the layoff results from an Act of God, fire or flood ten (10) days' notice is not required but up to two weeks' pay in lieu thereof shall be paid to affected Employees when no further work is found.

14.03

- (a) Under this Article, an Employee may receive notice of Lay-off, or Partial Lay-off.
- (b) For the purpose of this Article, Partial lay-off shall apply to a reduction of hours. The Employee will remain attached to and entitled to the hours that remain in the position, unless they choose an option pursuant to 14.05(a).

14.04 Lay-off, Partial Lay-off and Position Elimination shall occur within each program or work unit, (e.g. House or Program) by the schedule line impacted, within each classification.

- 14.05 (a) Employees who have received Notice of reduction of hours or position elimination shall be given the following choices:
- (i) Select a position in their current work unit occupied by an Employee with lower seniority, in the same classification, with the same or lower FTE, as long as they have the ability to perform the work, in accordance with 14.08 (a).
 - (ii) Choose a vacant position as outlined in 14.07;

- (iii) Accept partial layoff and go on recall as outlined in 14.09;
 - (iv) Accept layoff and go on recall as outlined in 14.09;
 - (v) When no alternate position is available, accept pay in lieu of notice of termination of employment. Such notice will be paid in accordance with Alberta Employment Standards Code s. 57 Termination pay. This option will be deemed a resignation from employment.
 - (b) For the purpose of this Article, “ability to perform the work” shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
 - (c) Except in extenuating circumstances, affected Employees will advise the Employer, in writing, of which choice they are going to make within five (5) days of receiving their Notice.
 - (d) Employees receiving notice in accordance with 14.05(a) shall be provided the relevant information requested to make an informed decision.
- 14.06 For the purposes of Article 14 equal hours of work (or FTE) shall be considered to be plus or minus (+/-) two (2) hours averaged over four (4) weeks or the length of the master schedule, whichever is greater.
- 14.07 Choosing a Vacant Position

The following choices are only for equal or lower FTE positions. Any available FTE positions that are higher in hours must be posted as per Article 23 and affected Employees may apply.

- (a) Upon layoff, the Employer will provide affected Employees and the Union with a copy of vacant positions including the required qualifications for those positions.
- (b) Within five (5) days of receiving Notice of reduction of hours or position elimination and the list of vacant positions, Employees will submit to Human Resources, in writing, a minimum of three (3) choices of vacant positions, in order of preference. Positions chosen should be in the same or lower-paid classification, and should be of equal or lower FTE than their FTE at the time of the Notice was given. Employees should also have all the required qualifications for the positions chosen.
- (c) Employees in multiple positions can resign their other positions and choose a new position up to but not greater than the combined total FTE of the positions they occupied at the time they received Notice.
- (d) The Employer will place Employees, in order of seniority, in their preferred positions, in accordance with 14.05.

- (e) If none of the Employee's choices are available, the Employer will place them in a vacant position that is available. If the Employee refuses the position they will go on recall as outlined in 14.09.
- (f) If Employees are not able to obtain a position(s) equivalent to their previous FTE, they will be offered shifts via recall as outlined in 14.09 (b).

14.08 Displacing an Employee with Less Seniority

- (a) (i) Providing an Employee has at least twenty-four (24) months of service, they may displace an Employee within their work unit, with less seniority, in the same classification, with the same or lower FTE.
- (ii) In the event no displacement option exists pursuant to 14.08(a)(i), the affected Employee may displace the Employee with the least seniority in another work unit in the same classification, with equal hours of work (or FTE).
- (b) The Employee being displaced would then receive Notice of position elimination as outlined in 14.02.
- (c) When exceptional circumstances arise and/or a potential risk to the Individual is identified because of the displacement of an Employee, the Union and the Employer shall meet to discuss alternative strategies.

14.09 Recalls

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee has the ability to perform the work. Such recall shall apply only to work periods of longer than fourteen (14) days duration.
- (b) Prior to recalling laid off Employees, the Employer shall post notices of vacancies for regular full time and part time positions in accordance to Article 23 – Job Postings and Vacancies. Employment competitions posted pursuant to this Article shall be limited to Regular Employees.
- (c) The method of recall shall be by telephone and, if such is not possible, by email sent through the Employer's email system. The Employee so notified shall respond to notification to return to work no later than two (2) days following the date of the telephone call or the date email was sent, and return to work, no later than fourteen (14) days after responding to notification of recall, unless the Employee has a reason for delaying return to work that is acceptable to the Employer. Where the Employer has received advanced notice of a position becoming vacant and would like to advise Employees on recall list promptly, Employees may have a delayed start date.

- (d) When the work period is for a duration of fourteen (14) days or less, the Employer will offer such work to Employees on recall, who have provided their availability, in order of their seniority, provided the Employee has the ability to perform the work, before offering the work to a Casual or other Employees. An Employee on layoff shall have the right to refuse an offer of a work period of sixty (60) calendar days or less without adversely affecting the Employee's recall status.
- (e) Recall rights will terminate upon one of the following:
 - (i) The Employee is made whole pursuant to Article 14 or Article 23 (posting);
 - (ii) The Employee resigns their position;
 - (iii) The Employee refuses recall into a position of greater than sixty (60) calendar days for which they have the ability to perform the work.
 - (iv) The Employee accepts a permanent position
 - (v) Except in extenuating circumstances, if the Employee has not responded to notification of recall pursuant to 14.09 (b).
 - (vi) At twelve (12) months following their Notice provided under Article 14.02.

14.10 A Temporary position accepted by an Employee on recall shall not interfere with their recall rights to a permanent position.

14.11 Benefits

- (a) The Employer shall make payment for its share of the benefit premium referred to in Article 30 on behalf of a laid off Employee for a maximum of six (6) months, or subject to the insurer's requirements.
- (b) Employees laid off for more than six (6) months may, through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 30, for a maximum of twelve (12) months, or subject to the insurer's requirements.

14.12 Application

- (a) The operation of this Article shall not be construed as a violation of the Job Posting and/or Hours of Work Articles.
- (b) School Employees shall be entitled to placement within the school, layoff, and recall procedures specified under Article 14 during the academic period. School Employees are not entitled to placement, layoff and recall procedures during the non-academic period, however Employees may accept additional employment with the Employer during the non-academic period.

- (c) The Parties recognize that Employees provide personal services to Individuals and that the Employer can not compel an Individual (or their family or guardian) to accept services from any particular Employee. In the event that an Individual (or an Individual's family or guardian) notifies the Employer that an Employee is not suitable to provide services to the Individual, the following procedure shall apply in the order listed:
 - (i) The Employer will first attempt to resolve the issue with the Individual, family or guardian;
 - (ii) If available and suitable to the affected Employee, the Employee shall be offered a vacant position for which the Employee is qualified;
 - (iii) Should a vacant position be unavailable or unsuitable, the Employer shall swap the affected Employee with another Employee with an equivalent shift of similar hours of work.

Article 15 – Probationary Period

- 15.01 A new Employee shall serve a probationary period of six (6) months. During this time, the Employee's performance shall be formally reviewed. If performance does not meet expectations, Employees will be given an opportunity to improve their overall performance prior to termination.
- 15.02 If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice. The Employer shall provide a reason for the termination to the Employee.
- 15.03 Probationary Employees released shall not be subject to the grievance or arbitration procedures, subject to relevant legislation.
- 15.04 The probationary period may be extended by an additional three (3) months. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer, the Employee and the Union. The Union will not unreasonably deny the request for the extension.

Article 16- Performance Appraisals and Personnel Files

16.01 Performance Appraisals

- (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the contents of the performance appraisal. Employees shall have the right to respond in writing within five (5) working

days of the date they signed the appraisal and that reply shall be placed in their personnel file.

Employees will be provided an opportunity to complete their section of the performance appraisal during their work hours.

- (b) Performance appraisal documents shall be completed by the immediate supervisor in accordance with the Employer's policy. The Coordinator or delegate may conduct a meeting with the Employee to discuss their appraisal. Alternatively, the Employee may request a meeting with their Coordinator or delegate to discuss the appraisal.
- (c) An Employee's performance appraisal shall not be released by the Employer to any third party except to a Board of Arbitration, or as required by law, without the written consent of the Employee.
- (d) It is expected, wherever possible, that the meeting between the Employee and their Supervisor shall take place within fifteen (15) working days from when the Employee has provided their section of the evaluation.

16.02 Personnel Files

- (a) By appointment made at least two (2) working days in advance, an Employee and their Union Representative shall have access to their personnel file in the presence of a Human Resources representative. Original documents may not be removed from the file.
- (b) Where the Employee or the Employee's Union Representative has requested the entire contents of the personnel file for reasons other than a grievance, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.
- (c) All requests for access to the Employee's personnel file from the Employee's Union Representative or agent shall require prior written authorization from the Employee.
- (d) Employee personnel files shall be maintained by the Employer in such a manner as to permit access only by properly authorized personnel.
- (e) There shall be only one (1) personnel file for each Employee in the Bargaining Unit and it shall be maintained in the Human Resources Department.

Article 17 – Scheduling

17.01 All Employees are required to work as scheduled by the Employer.

17.02 Shift schedules shall be posted a minimum of twenty-one (21) calendar days in advance.

- (a) When the Employer initiates a change in the Employee's regularly scheduled shifts with less than seven (7) calendar days' notice and without the Employee's consent, the Employee shall be paid at one and one-half (1½) times for all hours worked of the changed schedule for days less than the appropriate notice.
- (b) When the Employer initiates a change in the shift start time, but not the day(s) worked, with less than seven (7) calendar days' notice and without the Employee's consent, the Employee shall be paid one and one-half (1½) times for the first shift only.

17.03

- (a) After the schedule is posted, Employees, where operationally feasible, may request to exchange a scheduled shift with a co-worker, provided that the exchange request is:
 - (i) made seven (7) days in advance to the Supervisor, unless impossible and
 - (ii) agreed to, in writing, between the affected Employees.
- (b) Where such a request is made, the Supervisors reply shall also be in writing no more than four (4) days after the request is made.
- (c) Shift exchanges are permitted for full shifts only.
- (d) Shift exchanges must be completed within a four (4) week period.
- (e) Shift giveaways shall not be permitted.
- (f) Any exchange of work hours shall not result in any additional costs to the Employer.

17.04 Supervisors and Team Leaders may exchange shifts with residential aides in their current work unit in accordance with 17.03. Such shift exchanges need to be approved by the coordinator or designate.

17.05 Based on operational requirements, the Employer may change the location at which the Employee is scheduled to work.

17.06 In the event of inability to work due to illness or emergency, the Employee will notify the Supervisor or designate a minimum of three (3) hours prior to the start of their shift, where possible. The Supervisor or designate will arrange coverage of their scheduled shift for that day.

17.07 Any Employee who reports for work as requested or scheduled, and is sent home for any reason other than disciplinary, shall be paid three (3) hours, or the length of their scheduled shift, whichever is shorter, at the Employee's basic rate of pay.

School Employees who are scheduled to drive or ride the bus will be paid their basic rate of pay if the bus is cancelled.

Article 18- Hours of Work

- 18.01 Nothing in this Article shall be construed as a guarantee of daily or weekly hours or shifts.
- 18.02 The Employer and the Union acknowledge that to provide high quality services and programs and to meet the needs of Individuals requires continuous flexibility and changes in scheduling. The Parties agree to incorporate Employment Standards Regulations, Part 3, Division 9 – Caregivers into the Collective Agreement.
- 18.03 For the purpose of calculating standard hours of work, regularly scheduled hours will be averaged over four (4) weeks or the length of the master schedule, whichever is the greater.

Employees may work at more than one location, and/or be transferred between location(s).

Standard hours of work fall within one of the following categories:

(a) Caregivers

All Employees who work in the following programs: Adult Residential Services, Children's Residential Services, Family Supports, Independent Lifestyles, Bridging and Supported Home Placement

- (i) up to twelve (12) hours per day or two hundred and sixty-four (264) awake hours per month; and/or
- (ii) up to two (2) twenty-four (24) hour consecutive shifts where sleep shifts occur
- (iii) In addition to core hours worked, Employees in the Bridging program, where mutually agreed, may flex their hours to meet the needs of the Individual(s). Hours shall be balanced within a four (4) week period.

(b) Non-Caregivers

All Employees who work in the following programs: Parkland School, and Maintenance – up to eight (8) hours per day.

- (i) Employees in the Maintenance department, where mutually agreed, may flex their hours. Hours shall be balanced within a four (4) week period.

- 18.04 The time of meal breaks and rest periods shall be determined by the Employer. Rest periods and meal breaks for each area will be as follows:

- (a) School – One-half (½) hour unpaid lunch, fifteen (15) minute paid morning coffee break and where an Employee has worked eight (8) hours a second (2nd) fifteen (15) minutes will be paid. Should the Employee not have the opportunity to take a second coffee break, fifteen (15) minutes will be paid at regular rate of pay;
- (b) Maintenance – One half (½) hour unpaid lunch; two (2) – fifteen (15) minute paid coffee breaks;
- (c) All other operating areas – Employees are paid for the time they attend work and will be required to supervise Individuals while the Employee is eating or having a refreshment.

18.05 Employees who are attending external education sessions at the direction of the Employer shall be paid for time in attendance up to eight (8) hours per day. All hours in attendance shall be paid at the basic rate of pay for the applicable job classification.

18.06

- a. Employees may pick up extra shifts in addition to their regularly scheduled shifts, in accordance with Article 18.03 (a) and (b). Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions. Extra shifts can be picked up by Employees trained to the location. When Employees have provided availability, extra shifts will be assigned by the immediate supervisor. Vacant shifts will be distributed equitably throughout two (2) pay periods(s). The onus is on the Employee to provide availability.
- b. Employees who provide their monthly availability to their supervisors will be given preference for the vacant shifts before the schedule is posted. Employees must provide their availability by the 7th of the preceding month. The employee shall provide their availabilities by email or an availability form to their supervisor.
- c. Assignment of extra shifts in accordance with 18.06 a) shall not result in any additional cost to the Employer.

18.07 Flex Scheduling

(a) Vacations for Individuals

- (i) Accompanying an Individual on vacation shall be by mutual agreement between the Employer and the Employee. Payment shall be in accordance Article 20.05 – Wages.

(b) Exceptional Occasions

- (i) From time to time, Individuals may require accompaniment for activities that require Employees to work outside their regularly scheduled hours. In such cases, by mutual agreement, Employees may flex their hours.

18.08 Casual Employees

- (a) Casual Employees are required to provide their availability in advance, consisting of a minimum of three (3) days including one (1) weekend day of availability per month, averaged over two (2) months. As a Casual Employee, there is no guarantee or commitment of scheduled hours, and hours of work may vary and be irregular. Casual Employees' employment status will be maintained by a monthly submission of availability. The hours will consist of days, evenings, nights and/or weekends. Shifts may vary between two (2) and twelve (12) hours.
- (b) Any Casual Employee who has not made themselves available or has not worked in the previous two (2) months will no longer be employees of Parkland CLASS;
- (c) Casual Employees at the school are only required to be available during normal operational hours of the school.

18.09 Daylight Savings Time

On the proclaimed day when Daylight Saving time resumes, the one (1) hour reduction in the shift worked shall be effected with the appropriated deduction in regular earnings. On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with the payment due at the Basic Rate of Pay.

Article 19 – Overtime

19.01 Caregivers

- (a) Hours authorized by the Employer and worked in excess of twelve (12) hours per work day or two hundred and sixty-four (264) hours per work month are overtime hours.
- (b) The Employer may designate up to eight (8) hours as sleep time in each shift that are not counted as hours of work when calculating daily or monthly overtime hours. If an Employee works during designated sleep time, the time worked is counted as hours of work and are included when calculating daily and monthly overtime.
- (c) For Employees working twenty-four (24) hour shift, twelve (12) hours are consider regular hours of work. Regular hours worked in excess of 264 per work month are overtime hours. There is no daily overtime in a 24-hour shift.
- (d) The rate of one and a half (1.5x) times the applicable basic hourly rate of pay shall be paid for all overtime hours worked.

19.02 Non Caregivers

- (a) Hours worked in excess of eight (8) hours per work day or forty-four (44) hours per work week, are overtime hours.
- (b) The rate of one and a half (1.5x) times the applicable basic hourly rate of pay shall be paid for all overtime hours worked.

19.03 Where an Employee works a combination of caregiver and non-caregiver hours, all hours worked would be included in the calculation under 19.01 a). Only hours worked as non-caregivers are included in calculations 19.02.

Article 20 – Wages

20.01 The Basic Rates of Pay as set out in the Wage Schedule shall be applicable to all Employees covered by this Collective Agreement.

As outlined in the wage schedule, new employees shall receive the start rate for their classification. Employees will progress within their pay grade. Upon successful completion of the ACDS foundations training, employees at step 3 within their classification will move to step 4 within their classification. Progression through the pay grades is subject to the terms and conditions outlined in both the Wage Schedule and the accompanying Notes-Wage Schedule.

20.02 When an Employee is transferred to a different job classification, they will be paid the wage of that job classification.

20.03 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 shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to twenty percent (20%) of the Employee's gross earnings per pay period, until the overpayment is paid in full.

20.04 Payday shall be on a bi-weekly basis by direct deposit.

20.05 Vacations for Individuals in Service

- (a) Accompanying an Individual in Service on vacation shall be by mutual agreement between the Employer and the Employee. The Union shall be notified.

- (b) While on vacation with an Individual in Service, an Employee shall be paid their basic rate of pay for their regularly scheduled hours and minimum wage for all other hours.
 - (c) In the event that an Employee is incapacitated as a result of an accident sustained in the discharge of their duties while participating in this program, it is understood that the provisions of the Workers' Compensation Act shall apply.
- 20.06 (a) The Employer is committed to the early resolution of payroll disputes. If an Employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Payroll Manager.
- (b) Except where the error is caused by the Employee, if the error results in the Employee being underpaid by \$50 or more, the Employer will make every reasonable effort to provide payment for the shortfall within three (3) business days from the date the Payroll Manager is notified of the error. If the error is no fault of the Employer, or the error is \$50 or less, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention.

Article 21 – Leave of Absence

21.01 General Conditions

- (a) In addition to leaves listed in the Collective Agreement, Employees are eligible for any leaves as set out the *Alberta Employment Standards Code*.
- (b) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.
- (c) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that replacement staffing can be arranged. Applications shall indicate the date of the commencement of the leave and the date of return.
- (d) Except as provided in Article 21.01 where an Employee is granted a leave of absence of more than a thirty (30) days duration, and that Employee is covered by any or all of the plans specified in Article 30: Employee Benefits, that Employee may subject to the Insurer's requirements, make prior arrangement for the prepayment of their premiums for the applicable plans. Failure to submit the premium payments may result in the Employer discontinuing benefit coverage for that Employee.

- (e) Employees shall not be entitled to General Holidays with pay which may fall during the period of leave of absence. Health and Wellness / Sick leave entitlement, seniority, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

21.02 Maternity, Parental and Adoptive Leave

- (a) Employees shall be granted maternity or parental leaves in accordance with the provisions outlined in by the *Alberta Employment Standards Code*.
- (b) An Employee who has been employed by the Employer for more than ninety (90) days shall be eligible for unpaid maternity of sixteen (16) weeks and/or parental leave of sixty-two (62) weeks.
- (c) Maternity leave may commence up to thirteen (13) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.
- (d) Parental Leave may be taken by one parent or shared by both.
- (e) An Employee who has been employed for at least ninety (90) days is entitled to parental leave without pay as follows:
 - (i) in the case of an Employee who has taken maternity leave, a maximum of sixty-two (62) weeks commencing immediately following the last day of their maternity leave;
 - (ii) in the case of a parent who has not taken maternity leave, a maximum of sixty-two (62) weeks after the child's birth; or
 - (iii) in the case of an adoptive parent, a maximum of sixty-eight (68) weeks after the child is placed with the adoptive parent for the purposes of adoption.
- (f) Leave can start any time after the birth or adoption of a child, but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.
- (g) The Employee shall provide at least four (4) weeks' notice of the date the leave is to begin. The Employee shall provide a medical certificate certifying the pregnancy and giving the estimated date of delivery.
- (h) If pregnancy interferes with the Employees job performance during the twelve (12) weeks before their due date, the Employer can require that the Employee start their maternity leave earlier by notifying the Employee in writing.

- (i) The Employee shall provide at least four (4) weeks written notice of the date they intend to return to work.

21.03 Educational Leave

The Employer recognizes the benefit when Employees wish to upgrade their existing skills, qualifications, education related to the work of the Employer, through further education. The Employer may, at its discretion, grant an unpaid leave of absence to Employees for these purposes.

21.04 Jury Duty

An Employee summoned to serve as a juror shall be granted a sufficient leave of absence without pay. The Employee shall provide the Employer with proof of service from an Officer or Clerk of the Court.

21.05 Compassionate Care Leave

- (a) An Employee with a qualified relative in the end stage of life shall be entitled to a leave of absence without pay for a period of up to twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

21.06 Bereavement Leave

- (a) Eligible Employees shall be granted bereavement leave pursuant to the provisions of the *Alberta Employment Standards Code*.
- (b) Employees who are regularly scheduled to work twenty-five (25) hours or more per week and who have completed their probation period shall be granted three (3) working days bereavement leave with pay in the event of the death of their direct family member.
- (c) For the purpose of Bereavement Leave, direct family member Includes a spouse, child, parent, siblings, grandparent, grandchild, daughter/son-in-law, sister/brother-in-law and parents-in-law, and Stepmother and Stepfather.
- (d) Employees are entitled to five (5) days of bereavement leave without pay under the *Alberta Employment Standards Code*. Such days are inclusive of the three (3) paid days set out in Article 21.06 (b).
- (e) Bereavement leave may be split to allow Employees to attend a burial or memorial service that may be held at a later date.

- (f) Notwithstanding the provisions of the *Alberta Employment Standards Code*, in the event of the death of another direct family member in the same calendar year, up to an additional three (3) consecutive days without loss of pay shall be granted. One of the three days may be held to attend a burial or memorial service at a later date.

21.07 Except as described above, Employees are eligible for any leaves, per annum, as set out in the *Alberta Employment Standards Code*. Employees are eligible for these leaves after ninety (90) days of employment. Leaves of Absence are without pay. The Employer may require proof of eligibility for the leaves. The costs of the required proof, up to a maximum of fifty (\$50.00), will be reimbursed by the Employer.

- (a) Personal and Family Responsibility Leave – up to five (5) days for personal illness, sickness or care of immediate family member.
- (b) Long-term illness and injury leave – up to two (2) years for personal illness or injury.
- (c) Domestic Violence Leave – up to ten (10) days for addressing the situation of domestic violence.
- (d) Citizenship Ceremony Leave – up to one (1) day to attend a Citizenship Ceremony when receiving Citizenship.
- (e) Death or Disappearance of a Child – when a child of the employee dies (up to one hundred and four (104) weeks) or disappears (up to fifty-two (52) weeks) as a result of probable criminal act.
- (f) Critical Illness Leave (Adult or Child)
 - (i) For the parents of a critically ill or injured child, an additional thirty-six (36) weeks of leave without pay may be taken;
 - (ii) For a critically ill or injured adult family member, an additional sixteen (16) weeks of leave without pay may be taken.

Article 22 – Training and Orientation

22.01 The Parties recognize the importance of training and orientation to ensure the safety of Employees, provide high quality services to Individuals and to meet accreditation standards.

22.02 An Employee, prior to the completion of their probationary period shall successfully complete the orientation programs prescribed by the Employer such as the general orientation and location orientation. Such orientation programs shall be without charge to the Employees and an Employee who attends shall be compensated at their basic rate of pay for all such hours.

22.03 Employees who work directly with Individuals in service, must complete mandatory training courses within the time periods specified. The Employer shall pay the actual cost of the training courses scheduled and provided by the Employer.

(a) Foundations Training

Employees who have completed the Foundations Training, will receive a two hundred and fifty dollars (\$250) stipend upon successful completion.

(b) Recertification

When required by the Employer to attend Recertification Training, the Employee shall be compensated at their Basic Rate of Pay for their applicable job classification.

22.04 Where the Employer mandates an Employee to attend a mandatory training session, in-service session, or staff meeting outside of the Employee's hours of work, the Employer will pay the Employee at their straight time hourly rate of pay for the time determined by the Employer to complete the mandatory training. All hours in attendance shall be paid at the Basic Rate of Pay for the applicable job classification.

Article 23 – Job Postings and Vacancies

23.01 The Employer shall post notices of vacant positions within the bargaining unit for a minimum of nine (9) calendar days. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings. A copy of the above postings shall be forwarded to the Union Business Representative.

23.02 The posting shall include, but not be limited to:

- (a) The classification, average weekly hours, required knowledge and education, hours of work and pay range;
- (b) The anticipated duration of temporary positions, and
- (c) For information purposes only, the posting may specify the number of hours per shift, shift pattern and the shift cycle and the location code to which the position is assigned at the time of the posting.

23.03 The process for applying for vacancies or transfers shall be made in accordance with the procedures established by the Employer.

23.04 The Employer may temporarily assign Employees to job vacancies of three (3) months or less:

- (a) Until the posting procedure has been completed and the position has been filled

- (b) Without posting, if the job vacancy is anticipated to be three (3) months or less

Except where there is an Individual request, the Employer shall offer it to the most senior part time Employee assigned to the location providing the Employee has the skills, ability and availability to do the work. When a suitable Part-time Employee is not available, a Casual Employee may be assigned.

The duration of temporary assignments may be extended upon agreement of the Union and such agreement shall not be unreasonably withheld.

23.05 When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job-related skills, training, education, knowledge and other relevant attributes and where these factors are considered by the Employer to be relatively equal and satisfactory, seniority shall be the deciding factor.

23.06 The foregoing provisions shall be waived and deemed inoperative when placement of an Employee in a job within the bargaining unit is effected by the Employers statutory obligation to accommodate an Employee.

23.07 A permanent Employee who applies for, and is successful, on a temporary posting shall continue their status as a permanent Employee until the end of the term.

A Casual Employee who applies for, and is successful, on a temporary position shall be entitled to receive all entitlements and benefits applicable to that position. Upon completion of the temporary position the Casual Employee will return to Casual Status.

23.08

- (a) When an Employee is promoted to a position in a classification with a higher rate than their present classification, they shall be advanced to the pay rate that provides them with an increase in their basic rate of pay.
- (b) An Employee required by the Employer to temporarily replace another Employee in a classification within the Bargaining Unit which has assigned a lower pay grade, shall not have their basic rate of pay adjusted.

Article 24 – Reclassification

24.01 Should the Employer find it necessary to introduce a new classification during the course of the Collective Agreement, they will meet with the Union to discuss the following:

- (a) the reason for the new classification;
- (b) the job description for the new classification;
- (c) the rates of pay for the new classification; and

(d) the date the new classification is to be introduced.

24.02 If following discussion, the Union does not agree with the any of the aspects in Article 24.01, the matter may be resolved in accordance with Article 11. This will not delay the introduction of the new classification.

24.03

(a) When the duties of a classification are substantially altered by an action of the Employer or where a new classification is formed during the life of this Collective Agreement which falls within the bargaining unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed basic rate of pay for such classification within twenty-one (21) calendar days.

(b) The Union may contest the proposed basic rate of pay by sending written notice to the Employer, keeping in mind the funding for the position. A notice to contest the basic rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.

(c) The Parties shall attempt to resolve the basic rate of pay through negotiations. Should the two Parties fail to reach an agreement through negotiations within sixty (60) calendar days from the date that the Union received notification of the new or altered classification, the Union shall have an additional fifteen (15) calendar days to refer, in writing, the matter to Arbitration.

(d) The proposed basic rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed basic rate of pay. Such amended basic rate of pay will be a matter for consideration by the Arbitrator.

24.04 An Employee whose position is reclassified to one with a higher basic rate of pay shall be advanced to that rate of pay.

Article 25 – Resignation

25.01 An Employee shall provide their immediate supervisor with fourteen (14) calendar days' notice of their resignation from employment, including the intended last day of work.

25.02 An Employee who requests to remain employed with the Employer as a Casual Employee upon resignation of their Full-time or Part-time position must indicate this request in their resignation letter. This request will not be unreasonably denied.

25.03 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the next regular pay date.

Article 26 – General Holidays

26.01 Employees will be paid in accordance with Alberta *Employment Standards Code*. The following days shall be recognised as general holidays:

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

26.02 During the school term, when a general holiday falls on a day in which a school employee would normally be scheduled to work, they shall receive their average daily wage as General Holiday Pay.

26.03 An Employee is not entitled to holiday pay when they:

- (a) don't work on a general holiday but are required or scheduled to do so, or
- (b) are absent from employment on their last regular working day preceding, or first regular working day following, the general holiday.

26.04 When a named holiday falls during an Employee's annual vacation they shall receive their average daily wages as General Holiday Pay.

Article 27 – Vacation

Full-time and Part-time Employees

27.01 Where operationally possible, an Employee shall be granted their preferred vacation dates as agreed upon by the Employer. If more than one (1) Employee from the same location requests the same vacation dates, and the Employer is not able to accommodate both requests, seniority shall be the deciding factor.

27.02 An eligible Employee shall be entitled to an unbroken period of vacation equal to their annual vacation entitlement unless otherwise mutually agreed between the Employer and the Employee. This is subject to the application of Clause 27.04 (a) below.

27.03 (a) An eligible Employee shall apply in writing for their preferred vacation dates as outlined below.

- (b) Any Employee who submits a vacation request outside of the time period specified in clause 27.04, shall submit that request no less than ten (10) calendar days in advance.

Any requests submitted within ten (10) days shall have vacation approved at the discretion of the Employer. Seniority shall not be considered in granting such requests.

- (c) The vacation year shall run from January 1st to December 31st.
 - (i) An Employee may be permitted to carry forward their annual accrual up to the end of the next vacation year. At the end of the next calendar year any unused vacation from the previous year will be paid out.
 - (ii) Under extenuating circumstances, the Employer may allow additional carryover of vacation as long as the Employee has a definite plan in place to utilize the vacation outside of the peak holiday periods. Such requests are the responsibility of the Employee and shall be submitted in a timely manner. Such vacations requests may not be cancelled once granted. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

27.04 Peak Holiday Periods

- (a) Summer Vacation Period

An eligible Employee shall indicate their choice of summer (June 1st to September 10th) vacation dates, by April 15th of each year. The Employer shall respond, in writing, to the vacation requests by May 15th. Any vacation requests submitted after April 15th may only be considered in extraordinary circumstances at the discretion of the Employer.

Vacation requests exceeding two (2) weeks will be considered once all eligible Employees who have submitted a vacation request have had an opportunity for two (2) weeks' vacation in either June, July and/or August.

- (b) Christmas Vacation Period

An eligible Employee shall indicate their choice of Christmas (December 15th – January 8th) vacation dates, by November 3rd of each year. The Employer shall respond to the vacation requests by December 1st. Any vacation requests submitted after November 3rd will only be considered in extraordinary circumstances at the discretion of the Employer.

27.05 Once vacations are authorized by the Employer they shall not be changed except in cases of extenuating circumstances or by mutual agreement between the Employer and the Employee.

27.06 Vacation period shall not be less than three (3) hours at the beginning or the end of the shift, unless the shift is less than three (3) hours or otherwise mutually agreed between the Employer and the Employee.

27.07 An Employee who resigns or whose employment is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

27.08 Vacation Entitlement and Pay

- (a) During each year of continuous employment with the Employer, an eligible Employee shall earn entitlement to a vacation with pay.
- (b) Vacation for Part time Employees is prorated to hours worked.
- (c) Vacation entitlement can be taken on a "use as accrued" basis.
- (d) The vacation entitlement is earned based on the length of total continuous employment as follows:

Length of employment	Number of weeks' annual vacation	% of wages
Year 1 and 2	2 weeks	4% of wages
Year 3 and 4	3 weeks	6% of yearly wages
Years 5 to 10	4 weeks	8% of yearly wages
Years 11+	5 weeks	10% of yearly wages

27.09 Supplemental Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (iv) upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

Casual Employees

- 27.10 (a) During employment with the Employer, a Casual Employee shall earn entitlement to vacation pay.
- (b) Vacation pay for Casual Employees shall be calculated using the hours paid at the basic rate of pay multiplied by the applicable rate as follows:

Length of employment	% of wages
Year 1 and 2	4% of wages
Year 3 and 4	6% of yearly wages
Years 5 to 10	8% of yearly wages
Years 11+	10% of yearly wages

- (c) Casual Employees are paid each pay period for any vacation pay to which they are entitled.

Article 28 – Health and Wellness

This Article has no application for Casual Employees.

- 28.01 All non-probationary Employees with positions resulting in twenty-five (25) hours or more per week, will have a Health and Wellness Account established for them. Participation in this program is mandatory for all eligible Employees.
- 28.02 Each Employees Health and Wellness Account will grow monthly through a contribution of two-point four percent (2.4%) of the Employee's regular earnings (average of one half (1/2) day per month). Account contributions will not be made based on their earnings for overtime.
- 28.03 For regular Employees who are ineligible for Health and Wellness benefits because of a temporary reduction in weekly hours worked, the following shall apply:
- (a) If an Employee's hours fall below the twenty-five (25) hour minimum, their account balance will be frozen in the subsequent month for up to six (6) months.
 - (b) If during the six (6) months day freeze period, the Employee hours return to the twenty-five (25) hour minimum, their Health and Wellness account will commence to grow, and the Employee will be able to draw from their account.
 - (c) If the Employee's hours do not return to the twenty-five (25) hour minimum during the six (6) months freeze, their Health and Wellness account will be closed and no payment shall be due.

- (d) If extenuating circumstances occur, the Employee may apply to the Employer, in writing, to have the freeze period extended. Such applications must be received prior to the end of the six (6) month freeze period. Extension of the freeze period to a combined maximum of twelve (12) months is at the discretion of the Employer.

For Employees who are on statutory protected leaves, Article 28.03 does not apply.

28.04 Employees will be able to draw funds from their Health and Wellness account on the first day off for the following:

- (a) Sick days, including stress and mental health related absences;
- (b) Personal days to care for a dependent child, spouse / partner, or parent who is sick;
- (c) Medical appointments for self, dependent child, spouse / partner, or parent;
- (d) Personal days for other health and wellness activities subject to LOA approval process.

28.05 Health and Wellness Account may be accrued up to a maximum of thirty (30) days. If the Employee has reached the maximum accrual no further Health and Wellness shall accrue until the credits drop below the maximum. The Employee shall not accrue during any period of absence greater than thirty (30) days.

28.06 Health and Wellness shall not be paid during any pre-approved vacation.

28.07 Employees must draw on their available funds using a three (3) hour minimum withdrawal. Employees with shifts of less than three (3) hours duration are not subject to this Clause.

28.08 Employees will not be able to run their account into a deficit position. Therefore, if no funds exist in the Employee's account, they will not be able to take a paid leave, but unpaid leave may be granted.

28.09 Employees are not permitted to use Health and Wellness credits during the period following notification of resignation.

28.10 Upon termination of employment all Health and Wellness credits shall be cancelled and no payment shall be due.

Article 29 – Occupational Health and Safety

29.01 The Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

- 29.02 The Employer shall maintain an Occupational Health and Safety Committee comprised of representatives of both the Employer and the Bargaining Unit. Both the Employer and the Union recognize the importance of having Employees from all programs represented on the committee.
- (a) The Union will have the right to designate six (6) Employees to the Committee. The number of Employer representatives shall not exceed the number of Employee representatives.
 - (b) Minutes of each meeting shall be taken and shall be approved by the Committee prior to circulation.
- 29.03 An Employee shall be paid the Employee's Basic Rate of Pay in their primary position for time spent at Committee meetings.
- (a) The Committee shall develop a Terms of Reference outlining scope of work and the processes required to enhance the effectiveness of the Committee, in accordance with the provisions of Section 13 of the *Occupational Health and Safety Act*.
 - (b) The Committee shall review and make recommendations concerning issues of Health and Safety in the workplace.
 - (c) The Committee shall meet at least quarterly, or more frequently at the call of the Employer or Union Business Representative.
- 29.04 As per the *Occupational Health and Safety Act*, the maintenance of safe and healthy workplaces and equipment shall be the joint responsibility of both the Employer and Employees.
- 29.05 The Employer shall not dismiss, penalize or discipline any Employee for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents a danger to the health and safety of any Individual, Employee, or member of the public.
- 29.06 The Employer agrees that it will notify the Union at the earliest possible opportunity, following:
- (a) an incident of alleged Individual abuse by an Employee
 - (b) an incident of alleged assault on an Employee by an Individual
 - (c) an alleged assault between Employees
 - (d) Or any other major safety concern

Article 30 – Employee Benefits

When the enrollment and other requirements of the benefit carriers have been met, the Employer shall provide a benefit plan for which participation is compulsory for all eligible Employees.

30.01 Eligibility

- (a) Employees whose standard hours of work average at least twenty-five (25) hours per week shall be eligible for enrolment in the Plan.
- (b) Newly hired Employees will be eligible for benefits after six (6) months of employment.
- (c) Non-eligible employees who become eligible by an increase of their average hours of work, shall be eligible for benefits after thirty (30) days from the date their hours of work increased to 25 hours or more.

30.02 Employees will have a choice of one of the following Classes of Coverage:

COVERAGE	CLASS 1 (Basic)	CLASS 2 (Enhanced)
The premiums for the following benefits are split 40% Employee paid and 60% Employer paid		
Life Insurance	\$15,000	3 x annual salary
Accidental Death, Dismemberment	\$15,000	3 x annual salary
Dependent Life Insurance	n/a	Spouse: \$10,000 Child: \$ 5,000
Critical Illness	\$10,000	\$10,000
Prescription Drugs	70%	80%
Vision Coverage	80% Max \$150 / 2 years	80% Max \$200 / 2 years (1 year for under 18)
Paramedical Max \$750/year - licensed speech therapists, psychologists and social workers. Max \$300/year other practitioners	80%	80%
Other Health Services and Medical Equipment	Up to 100%	Up to 100%
Out of Province and Emergency Travel Assistance	See Carrier contract	See Carrier contract
Dental - Basic and preventative	100% Max \$600/year	80% Max \$1,000
Dental - Major	n/a	50% Max \$1,500
Dental - Orthodontic (under 18)	n/a	50% Max \$2,000/lifetime

The premiums for Long Term Disability Insurance are 100% Employee paid. LTD benefits are non-taxable		
Long Term Disability	n/a	66.7% basic earnings Max \$3,500/month

Long Term Disability Insurance (income replacement) during a qualifying disability equal to sixty-six-point seven percent (66.7%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period (100% Employee paid).

- 30.03 The implementation and operation of the Group Benefit Plans referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies or contracts entered into with the benefit carriers.
- 30.04 Change of Class is only permitted when there is a change in marital or family status.
- 30.05 The Employer will provide an Employee Assistance Plan for all Employees who have regularly scheduled hours. The Employer covers the full cost of the EAP.
- 30.06 With the exception of Long-Term Disability and Employee Assistance Plan, the Employer shall implement these plans with the premium being shared sixty percent (60%) by the Employer and forty percent (40%) by the Employee.
- 30.07 The Employer shall advise Employees and the Union of all rate changes.
- 30.08 The Employer will provide an electronic copy of the plans to the Union.
- 30.09 The Parties agree that benefit premiums, shall be waived while an Employee is in receipt of Long-Term Disability.
- 30.10 When an Employee is absent from work due to Lay Off or Leave of Absence, that Employee may remain on the benefit plan for up to six months, subject to the Carrier's terms and conditions. The Employee must make prior arrangement for the prepayment of their premiums while absent. Failure to submit the premium payments may result in the Employer discontinuing benefit coverage for that Employee.
- 30.11 The Employer may alter Benefit carriers provided the level of Benefit coverage is comparable. Notification and consultation with the Union shall be included as part of the Employer's process of selecting a Benefit carrier. The Union shall be provided a copy of the Plan.

Article 31 – Transportation Allowance

- 31.01 When an Employee is authorized and required to use their personal vehicle to perform work-related duties for the Individuals, residence, or school, the employee shall be reimbursed for all mileage at the rate of fifty-five cents (\$0.55) per kilometer.
- 31.02 Employees who are reimbursed for mileage directly from Individuals may choose to opt out of this reimbursement.
- 31.03 Under no circumstances shall an Employee be reimbursed twice for the same travel under this Article.
- 31.04 Mileage/kilometer allowance shall be paid for the shortest distance between locations.
- 31.05 Transportation allowance for Employees in Supervisory positions shall be capped at sixty-five dollars (\$65) per month.

Article 32 – Registered Retirement Savings Plan

- 32.01 Eligibility for participation in the Registered Retirement Savings Plan (RRSP) is defined as Employees who are classified as Supervisors or Team Leaders, who are regularly scheduled to work twenty-five (25) hours or more per week. The Employee and the Employer shall make matching contributions of up to three (3%) percent of the Employee's basic rate of pay.
- 32.02 Enrolment in the RRSP is voluntary for all eligible Employees. Implementation and operation of the RRSP shall, at all times, be subject to and governed by the terms and conditions outlined in the RRSP enrollment information booklet and the terms and conditions of the policies or contracts with the pension administrator.

Article 33 – On Call

33.01 Definition

On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay.

A weekend shall mean the period from Friday 11pm to Sunday 11pm.

33.02 On Call Pay

For each assigned hour of authorized on call duty, an Employee shall be paid:

- (a) On a weekday for ten (10) night hours of on call the sum of three dollars and fifty cents (\$3.50) per hour; and

- (b) On a weekend for twenty-four (24) hours of on call the sum of four dollars (\$4.00) per hour.
- (c) On a General Holiday, not including Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Boxing Day, for twenty-four (24) hours of on call the sum of four dollars (\$4.00) per hour.
- (d) When an Employee is assigned to on call duty on New Year's Day or Christmas Day, the Employee shall be paid a sum of one hundred and fifty (\$150) dollars for each twenty-four (24) hour period.
- (e) When an Employee is assigned to on call duty on New Year's Eve, Christmas Eve or Boxing Day, the Employee shall be paid a sum of one hundred and fifty (\$150) dollars for each twenty-four (24) hour period.

Article 34 – Responsibility Pay

- 34.01 Supervisors are eligible to receive responsibility pay when they are assigned to cover more than one house:
- (a) when the Supervisor position is vacant in one house; or
 - (b) when the Supervisor is absent for a period of four (4) weeks or greater.
- 34.02 Supervisors eligible for responsibility pay shall receive a twenty percent (20%) premium of their basic rate of pay.
- 34.03 It is understood that these premiums will not be paid while an Employee is on vacation.

Article 35 – No Strike, No Lockout

- 35.01 The Union agrees that there will be no strikes or concerted slowdowns and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The term "strike" and "lockout" shall bear the meaning given them in the *Alberta Labour Relations Code* and amendments thereto.

Article 36 – No Pyramiding

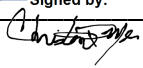
- 36.01 There shall be no pyramiding of premiums except as stated within the Collective Agreement.

SIGNED this _____ day of _____, 2024.

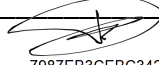
Signed on behalf of
Labourers’ International Union of
North America, (LIUNA) Local 3000

Signed on behalf of
Parkland Community Living and
Supports Society (Parkland CLASS)

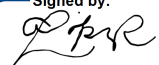
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Rico Di Fruscio
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Kim Dubuc
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Angela Darbel
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Ashley Hoff
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Claudia Roy
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Renee Tiffin
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Roxanne Mackenzie
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Tracy Halliday
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Letter of Understanding #1

between

Parkland Community Living and Supports Society

and

Labourers' International Union of North America (LIUNA), Local 3000

Re: Alternate Dispute Resolution Process

WHEREAS THE Parties agree it is in their best interests to have grievances resolved expediently, and in an economical manner, and

WHEREAS THE Parties agree there is benefit in having a full discussion of the issues,

THEREFORE, the Parties agree, the basis of the ADRP process is as follows:

- (a) The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.
- (b) Prior to a matter being arbitrated or mediated, the Parties may agree to refer the issue to the ADRP.
- (c) Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.
- (d) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution to the matter in dispute.
- (d) Any and all information or documents shared during, or in preparation for the ADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (e) Each ADRP will be facilitated jointly by one (1) representative from the Union and one (1) representative from the Employer.

- (f) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties, do not set a precedent and are considered privileged. Resolutions may not be used for any other purpose.

**Signed on behalf of
Labourers' International Union of
North America, (LIUNA) Local 3000**

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Rico Di Brusio
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Marlea Ramos
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**Signed on behalf of
Parkland Community Living and
Supports Society (Parkland CLASS)**

Signed by: 12-Nov-2024
Angela Darbel
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Ashley Hoff
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Claudia Roy
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Roxanne Mackenzie
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Tracy Halliday
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Letter of Understanding # 2

between

Parkland Community Living and Supports Society

and

**Labourers' International Union of North America (LIUNA),
Local 3000**

Re: Recognition of Service Hours for Casual Employees

WHEREAS Casual Employees provide beneficial service to the Employer and supplement the staffing complement in positive ways; and

WHEREAS there are times where Employees wish to change their status in the workplace; and

WHEREAS the Parties have agreed that hours of services while working as a Casual Employee shall be recognized in the calculation of a seniority date once they have achieved a Regular or Temporary position; and

WHEREAS the Parties agree the hours worked as a Casual Employee bring value to the workplace;

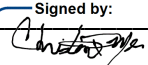
THEREFORE, the Parties agree, on a trial basis for the term of this Collective Agreement, to recognize hours worked by casuals for the purposes of applying Article 23 – Job Postings and Vacancies as follows:

1. The service date is only applicable to the use of recognizing service in the process of filling vacant positions as outlined in Article 23.
2. When a Casual Employee with greater than two years of service with the Employer applies to a vacant position, a service date will be calculated for the purposes of the application of Article 23.05.
 - a. This service date will be applied in the same manner as the seniority date when applicants are considered to be relatively equal; and
 - b. If a Casual Employee is the successful applicant appointed to the position for which they applied, their seniority will be calculated as per Article 13.01(b).


- This Letter of Understanding will be opened in the subsequent round of bargaining and the Parties will agree if it should be deleted, renewed or moved into the main body of the Agreement.

**Signed on behalf of
Labourers' International Union of
North America (LIUNA), Local 3000**


DocuSigned by: 12-NOV-2024
Rico Di Fruscio
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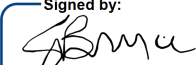
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Marlea Ramos
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DocuSigned by: 13-NOV-2024
kim Dubuc
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Signed by: 15-NOV-2024

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Signed by: 15-NOV-2024

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**Signed on behalf of
Parkland Community Living and
Supports Society (Parkland CLASS)**

Signed by: 12-NOV-2024
Angela Darbel
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Signed by: 13-NOV-2024
Ashley Hoff
ABD1C256ED9B450...

DocuSigned by: 13-NOV-2024
Claudia Roy
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DocuSigned by: 13-NOV-2024
Renee Tiffin
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DocuSigned by: 13-NOV-2024
Roxanne Mackenzie
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Signed by: 12-NOV-2024
Tracy Halliday
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Letter of Understanding # 3

Between

Parkland Community Living and Supports Society

And

Labourers' International Union of North America, Local 3000

Re: Increase to Remuneration – PDD/FSCD

In the event the Employer receives a lump sum specifically directed to the remuneration of certain positions, the Employer shall provide that amount to the affected Employees.


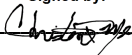
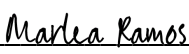
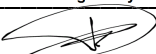
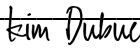
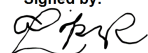
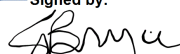
In the event the Employer receives a permanent increase to the PDD/FSCD budget specifically directed to remuneration, the Employer shall increase the Wage Schedule.

It is understood and agreed that the Employer shall determine and apply the amounts referenced above subject to the right of the Union to challenge that determination through the Grievance Procedure.

This Letter of Understanding is applicable only to actively employed PDD/FSCD Employees and shall apply during the Term of this Collective Agreement.

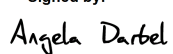
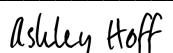

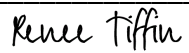
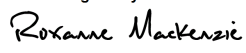

Signed on behalf of

**Labourers' International Union of
North America (LIUNA), Local 3000**

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Signed by: 17-NOV-2024

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DocuSigned by: 13-NOV-2024

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Signed by: 15-NOV-2024

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Signed by: 15-NOV-2024

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Signed on behalf of

**Parkland Community Living and
Supports Society (Parkland CLASS)**

Signed by: 12-NOV-2024

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Signed by: 13-NOV-2024

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DocuSigned by: 13-NOV-2024

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DocuSigned by: 13-NOV-2024

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Signed by: 12-NOV-2024

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Wage Schedule		Effective September 1, 2023			
Program	Position	Start	Step 2 910 Hours	Step 3 1820 hours	Step 4 3640 hours Foundations*
Adult Residential Program	Residential Supervisor	25.68	26.14	26.91	27.46
	Team Leaders	20.37	21.12	21.77	22.19
	Residential Aides	18.60	18.99	19.57	19.95
	Overnight Sleep	16.68	16.68	16.68	16.68
	Overnight Awake	18.60	18.99	19.57	19.95
ILS	Team Leader	20.37	21.12	21.77	22.19
	ILS Aide	18.60	18.99	19.57	19.95
	Overnight Sleep	16.68	16.68	16.68	16.68
Community Bridging/ Respite	Community Bridger	18.60	18.99	19.57	19.95
Children's Residential Program	Residential Supervisor	25.68	26.14	26.91	27.46
	Residential Aide	18.60	18.99	19.57	19.95
	Overnight (awake)	18.60	18.99	19.57	19.95
Supported Home Placement	Placement Aide (HRA)	18.60	18.99	19.57	19.95
Family Supports Program	Family Support Aide (FRA)	18.60	18.99	19.57	19.95
	Family Support Respite (FPR)	16.68	16.68	16.68	16.94
Parkland School	Specialized Student Aide	16.84	17.42	17.95	18.30
	Bus Driver	18.36	18.36	18.92	19.29
	Bus Rider	16.84	17.42	17.95	18.30
Maintenance	MTW – 1	21.45	21.45	22.09	22.54
	MTW – 2	26.27	26.27	27.06	27.60
	MTW – 3	28.37	28.37	29.22	29.81
	Housekeeper	15.76	15.76	16.15	16.48
Professional Staff					
Parkland School	Teacher	30.60	32.08	33.04	33.70
Children's Wellness Program	Registered Nurse	44.00	44.88	45.78	46.69
	Licensed Practical Nurse	30.75	31.37	31.99	32.64

Wage Schedule		Effective September 1, 2024			
Program	Position	Start	Step 2 910 Hours	Step 3 1820 hours	Step 4 3640 hours Foundations*
Adult Residential Program	Residential Supervisor	25.68	26.14	26.91	27.46
	Team Leaders	20.37	21.12	21.77	22.19
	Residential Aides	18.60	18.99	19.57	19.95
	Overnight Sleep	16.68	16.68	16.68	16.68
	Overnight Awake	18.60	18.99	19.57	19.95
ILS	Team Leader	20.37	21.12	21.77	22.19
	ILS Aide	18.60	18.99	19.57	19.95
	Overnight Sleep	16.68	16.68	16.68	16.68
Community Bridging/ Respite	Community Bridger	18.60	18.99	19.57	19.95
Children's Residential Program	Residential Supervisor	25.68	26.14	26.91	27.46
	Residential Aide	18.60	18.99	19.57	19.95
	Overnight (awake)	18.60	18.99	19.57	19.95
Supported Home Placement	Placement Aide (HRA)	18.60	18.99	19.57	19.95
Family Supports Program	Family Support Aide (FRA)	18.60	18.99	19.57	19.95
	Family Support Respite (FPR)	16.68	16.68	16.68	16.94
Parkland School	Specialized Student Aide	17.35	17.94	18.49	18.85
	Bus Driver	18.91	18.91	19.49	19.87
	Bus Rider	17.35	17.94	18.49	18.85
Maintenance	MTW – 1	21.45	21.45	22.09	22.54
	MTW – 2	26.27	26.27	27.06	27.60
	MTW – 3	28.37	28.37	29.22	29.81
	Housekeeper	15.76	15.76	16.15	16.48
Professional Staff					
Parkland School	Teacher	31.52	33.04	34.03	34.71
Children's Wellness Program	Registered Nurse	44.00	44.88	45.78	46.69
	Licensed Practical Nurse	30.75	31.37	31.99	32.64

Wage Schedule		Effective September 1, 2025			
Program	Position	Start	Step 2 910 Hours	Step 3 1820 hours	Step 4 3640 hours Foundations*
Adult Residential Program	Residential Supervisor	25.68	26.14	26.91	27.46
	Team Leaders	20.37	21.12	21.77	22.19
	Residential Aides	18.60	18.99	19.57	19.95
	Overnight Sleep	16.68	16.68	16.68	16.68
	Overnight Awake	18.60	18.99	19.57	19.95
ILS	Team Leader	20.37	21.12	21.77	22.19
	ILS Aide	18.60	18.99	19.57	19.95
	Overnight Sleep	16.68	16.68	16.68	16.68
Community Bridging/ Respite	Community Bridger	18.60	18.99	19.57	19.95
Children's Residential Program	Residential Supervisor	25.68	26.14	26.91	27.46
	Residential Aide	18.60	18.99	19.57	19.95
	Overnight (awake)	18.60	18.99	19.57	19.95
Supported Home Placement	Placement Aide (HRA)	18.60	18.99	19.57	19.95
Family Supports Program	Family Support Aide (FRA)	18.60	18.99	19.57	19.95
	Family Support Respite (FPR)	16.68	16.68	16.68	16.94
Parkland School	Specialized Student Aide	17.35	17.94	18.49	18.85
	Bus Driver	18.91	18.91	19.49	19.87
	Bus Rider	17.35	17.94	18.49	18.85
Maintenance	MTW – 1	21.45	21.45	22.09	22.54
	MTW – 2	26.27	26.27	27.06	27.60
	MTW – 3	28.37	28.37	29.22	29.81
	Housekeeper	15.76	15.76	16.15	16.48
Professional Staff					
Parkland School	Teacher	31.52	33.04	34.03	34.71
Children's Wellness Program	Registered Nurse	44.00	44.88	45.78	46.69
	Licensed Practical Nurse	30.75	31.37	31.99	32.64

NOTES – Wage Schedule

- ☐ An Employee shall be placed at the Start rate of their classification upon initial appointment
- ☐ An Employee's wage shall be adjusted to Step 2 upon completion of 910 hours worked
- ☐ An Employee's wage shall be adjusted to Step 3 upon completion of 1820 hours worked
- ☐ An Employee's wage shall be adjusted to Step 4 upon completion of 3640 hours worked provided the Employee has successfully completed Foundations training
- ☐ For any Employees who have staff reporting to them, the required course is Foundations Tutor Training and not Foundations
- ☐ Registered Nurses, Licensed Practical Nurses and Maintenance Employees are not required to complete Foundations. These Employees shall progress to Step 2 upon completion of 910 hours and shall continue to progress to subsequent Steps upon completion of 1820 and 3640 hours worked.

Lump Sum Schedule

Position	Within 60 days of Award	September 1, 2024	September 1, 2025
Residential Supervisor / Team Leader		1.5%	1.5%
Residential/Overnight/ILS Aide*/ Supported Home Placement Aide		1.5%	1.5%
Community Bridger*		1.5%	1.5%
Family Support Aide*/Family support Respite (FPR)		1.5%	1.5%
Maintenance Worker		1.5%	1.5%
Housekeeper		1.5%	1.5%
Specialized Student Aide	3%		3%
Bus Driver	3%		3%
Bus Rider	3%		3%
Teacher	3%		3%
Registered Nurse*		1.5%	1.5%
Licensed Practical Nurse*		1.5%	1.5%

NOTES – Lump Sum Schedule

- a) Payable to all Employees employed on the payment date
- b) Payments will be based on insurable earnings in the previous 26 pay periods.

PDD/FSCD 2023/2024 Lump Sum Schedule

Position	Within 60 days of Award
Residential Supervisor / Team Leader	9%
Residential/Overnight/ILS Aide*	9%
Community Bridger*	9%
Family Support Aide*	9%
Maintenance Worker	3%
Housekeeper	3%

NOTES - PDD/FSCD 2023/2024 Lump Sum Schedule

- a) Payable to all Employees employed on the date of ratification
- b) Calculated on insurable earnings in the classifications above during the period from March 27, 2023, to August 27, 2023;