

COLLECTIVE AGREEMENT

BETWEEN

**FOOTHILLS ALCOHOL ACTION SOCIETY
(Foothills Centre)**

– AND –

**CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 3782**

April 1, 2016 to March 31, 2019

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FOOTHILLS ALCOHOL ACTION SOCIETY
(Foothills Centre)
(Hereinafter called the "Employer")

Party of the First Part

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 3782
(Hereinafter called the "Union")

Party of the Second Part

ARTICLE 1: INTERPRETATION

- 1.01 "Employees" shall be defined as a person employed by the Employer and who is a member of Local 3782 of the Canadian Union of Public Employees as certified by the Labour Relations Board Certificate 50-97.
- 1.02 "Employer" shall be defined as the Foothills Centre as directed by the Board of Directors of the Foothills Alcohol Action Society.
- 1.03 "Centre" shall be defined as the Foothills Centre.
- 1.04 "Union" shall be defined as Local 3782 of the Canadian Union of Public Employees.
- 1.05 "Clients" shall mean those persons residing within the Foothills Centre.
- 1.06 Where the plural form is used in this Agreement it shall have the same meaning as the singular form.
- 1.07 Where the feminine form is used in this Agreement it shall have the same meaning as the masculine form.
- 1.08 "Shift" shall be defined as eight (8) hours of continuous employment unless otherwise stated.
- 1.09 (1) "Full-time Employee" shall mean a Permanent Employee who is scheduled to work Full-time hours.
- (2) "Part-time Employee" shall mean a Permanent Employee who may be regularly scheduled to work less than Full-time hours. Part-time Employees will be offered all other shifts in order of seniority.
- (3) "Casual Employee" shall mean an Employee who does not occupy an established position and who works on an intermittent basis or to cover short absences of other Employees. Unless specifically stated, a Casual Employee shall receive only the benefits required by law and the wages stated herein. Additional shifts will first be offered to Part-time Employee,

then Casual Employees will be offered all additional shifts in order of seniority. Casual Employees shall be paid the starting rate for the applicable classification.

- (4) "Regularly Scheduled Shifts" shall mean a Part-time Employee who is scheduled to work the same shift(s) on a regular basis.

This is not a guarantee of hours or shifts.

ARTICLE 2: PURPOSE OF AGREEMENT

- 2.01 Maintain harmonious and cooperative relations between the Employer, Employee and the Union.
- 2.02 Provide an amicable method of settling any differences or grievances, which may arise between the Employer, Employees and the Union.
- 2.03 Promote mutual interest of the Employer, Employees and the Union, and the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc.
- 2.04 Assist further efficiency in operations coming within scope of this Agreement while maintaining the safety and welfare of the Employees, economy, and protection of the property.
- 2.05 Mutually Agreed Changes:
Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

ARTICLE 3: MANAGEMENT AND UNION RIGHTS

- 3.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of Management and to direct the working forces.
- 3.02 Bargaining Unit:
The Employer recognizes the Canadian Union of Public Employees and its Local 3782 as the sole and exclusive collective bargaining agent for all of its Employees as outlined in the Labour Relations Certificate No. 50-97, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.03 Work of the Bargaining Unit:
Persons whose jobs (paid or unpaid) that are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

3.04 Right of Fair Representation:

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

3.05 Union Officers and Committee Members:

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

3.06 Orientation:

A Representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that the attendance at the presentation shall not be compulsory. The Employer shall provide five (5) days' notice of the orientation date and time.

ARTICLE 4: NO OTHER AGREEMENTS

4.01 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her Representative(s), which may conflict with the terms of this Collective Agreement.

ARTICLE 5: NO DISCRIMINATION OR HARASSMENT

5.01 There shall be no discrimination, personal or sexual harassment, interference, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of age, race, creed, colour, national origin, political or religious beliefs, sex, sexual orientation, marital status, gender identity, place of residence, physical or mental disability, nor by reason of membership or non-membership or activity in the Union, or because of their connection with trade Union organization nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

5.02 (a) Harassment means any objectionable conduct or display by a person(s) that is directed at an Employee and is disrespectful behaviour or misuse of power such as intimidation, threats, coercion or favouritism. It may be a single incident or a series of incidents.

(b) Examples of harassment are:

- (1) Verbal abuse or threats;
- (2) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.
- (3) displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- (4) practical jokes, which cause awkwardness or embarrassment;
- (5) unwelcome invitations or requests, whether indirect, explicit or intimidating;
- (6) leering or other gestures;
- (7) unnecessary physical contact such as touching, patting, pinching or punching;
- (8) physical assault; and
- (9) bullying.

(c) Principle of Fair Treatment:

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person, which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

ARTICLE 6: UNION MEMBERSHIP REQUIREMENTS

6.01 All Employees to be Members:

Within one (1) week of the signing of this Agreement all Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 7: CHECK-OFF OF UNION DUES

7.01 Check-off Payments:

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions:

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union no later than the tenth (10th) day of the following month for which the

dues were levied. The cheque shall be accompanied by a list of the names, addresses, telephone numbers, classifications and seniority and gender of Employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. A copy of this list shall be forwarded by the Employer to the National headquarters of the Canadian Union of Public Employees and Recording-Secretary of the Local.

The Employer shall pay the Union interest at the rate of one percent (1%) per month, or fraction of a month, for any delay in remitting the sums listed in this Article.

7.03 Dues Receipts:

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 8: CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Employer, the Foothills Centre Union Representative and the CUPE National Representative.

A copy of any correspondence between the Employer or his/her designate, and any Employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Foothills Centre Union Representative and the CUPE National Representative.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 Settling of Disputes and Grievances:

STEP 1:

An Employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Executive Director or designate within ten (10) days of the date she first became aware of, or reasonably should have become aware of the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with the Executive Director or designate. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level.

The Executive Director or designate shall advise the Employee of her decision in writing within ten (10) days of the date the matter was first discussed.

STEP II:

If the grievance is not settled under Step I above, the Union shall submit the grievance in writing to the Executive Board within ten (10) working days of the receipt of the decision of the Executive Director or designate under Step I. If requested, a meeting shall be held with the Executive Board within ten (10) working days. The Executive Board shall render a decision to the Union in writing within ten (10) working days of the meeting. Failing satisfactory resolve at this stage the Union may advance the grievance to Arbitration.

9.02 Time Limits:

Time limits in the Grievance Procedure may be extended by mutual agreement, in writing, between the Centre and the Union.

9.03 Recognition of Union Stewards and Grievance Committee:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward may assist any Employee, which the Steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

9.04 Permission to Leave Work:

The Employer agrees that Grievance Committee members shall not be hindered, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each member of the Grievance Committee is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no member shall leave his/her work without obtaining the permission of the Executive Director.

9.05 Replies in Writing:

Replies to grievances, stating reasons, shall be in writing at all stages. If the Grievor or the Union fails to process a grievance to the next step in the Grievance Procedure as outlined in Article 9.01 (Steps I & II), then the grievance shall be satisfied. If the Employer fails to respond to the grievance at any Step, the grievance will be conceded.

9.06 Names of Stewards:

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

9.07 Deviation from Grievance Procedure:

After a grievance has been initiated by the Union the Employer's Representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee without the consent of the Union.

ARTICLE 10: ARBITRATION

10.01 Composition of Board of Arbitration:

When either Party requests that a grievance be submitted to Arbitration, the request shall be made, by registered mail addressed to the other Party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other Party shall answer, by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall select an impartial chairperson.

10.02 Failure to Appoint:

If the Party receiving the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment the appointment shall be made by the Minister of Labour upon request of either Party.

10.03 Board Procedure:

In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the position of the parties, and shall apply principles consistent with the Labour Relations Code and not bound by a strict legal interpretation of the issue in dispute.

The Arbitration Board shall have the power to receive and accept evidence information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

A grievance or arbitration shall not be deemed invalid by reason of a defect in form, technical irregularity, or an error of procedure unless results in a denial of natural justice. An Arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

10.04 Decision of the Board:

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

10.05 Disagreement on Decision:

Should the parties disagree as to the meaning of the Board's decision either Party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

10.06 Expenses of the Board:

Each Party shall pay:

- (1) The fees and expenses of the nominee it appoints;
- (2) One-half of the fees and expenses of the Chairperson.

10.07 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

ARTICLE 11: DISCHARGE, SUSPENSION & DISCIPLINE

11.01 Discharge and Discipline Procedure:

An Employee may be dismissed or disciplined but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of discipline or discharge, an Employee shall be given the reason in the presence of his/her Steward or Union Representative. Such Employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. This shall not prevent the instant dismissal for severe misconduct or other sufficient causes. Failure to conform with the requirements of this Article shall render the discipline or discharge null and void.

11.02 May Omit Grievance Steps:

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 of the Grievance Procedure. Step I of the Grievance Procedure shall be omitted in such cases.

11.03 Burden of Proof:

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

11.04 Right to Have Steward Present:

An Employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. Where the Executive Director intends to interview an Employee for disciplinary purposes the Executive Director shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact his/her Steward to be present at the interview.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

11.05 Personnel Records:

An Employee shall have the right, at any reasonable time, to have access to and review his/her personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record. An Employee shall have the right to make copies of any material contained in his/her personnel record.

11.06 Discipline Letters:

A copy of all discipline shall be placed on the Employee's Personnel Record. Upon the expiration of twelve (12) months from the date of warning, where the Employee has received no further discipline, the discipline shall remain on the Employee's Personnel Record but shall not be used against the Employee in any future discipline.

ARTICLE 12: SENIORITY

12.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification and recognition of the Union. Seniority shall be used in determining preference or priority where qualifications and required knowledge are equal for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement.

The allocation of available shifts or hours beyond regular shifts or to cover absences will be by seniority of the Part-time Employees first, then by seniority of the Casual Employees.

12.02 Seniority List:

The Employer shall maintain two (2) seniority lists showing the current classification and date upon which each Employee's service commenced. The first list will be for Full-time and Part-time Employees. The second list will be for Casual Employees. Where two or more Employees commence work on the same day preference shall be in accordance with the date of application. An up-to-date seniority list shall be posted on all bulletin boards in January and June of each year. If a Casual Employee is hired as a Part-time or Full-time Employee, the seniority shall be the original date of hire.

12.03 Probation for Newly Hired Employees:

A newly hired Employee shall be considered on a probationary period of one hundred (100) shifts of his/her employment. During the probationary period, Employees shall be entitled to the Grievance Procedure as outlined in Article 9, up to and including Step II. After completion of the probationary period, seniority shall be effective from the original date of employment. If reason for dismissal

arises at any time during the probationary period, dismissal may be put into effect before the probationary period expires.

During the probationary period, seniority will be effective from the original date of employment. Upon completion of the probationary period, the Employee will gain seniority above the Employees remaining on the probationary period. When probation is concluded, seniority will be based on the date of completion of the probationary period of one hundred (100) shifts of his/her employment.

ARTICLE 13: PROMOTIONS & STAFF CHANGES

13.01 Job Postings:

- (a) Permanent vacancies or new Permanent positions shall be posted on all bulletin boards for a minimum of five (5) working days prior to the closing date. Anyone interested must submit an application for the position. In case of an emergency, the Employer shall be permitted to fill a vacancy on a temporary basis, subject to posting, in accordance with this Article.
- (b) Openings for Regularly Scheduled Shifts will be filled by the Part-time Employee with the greater seniority of those that are interested first, then by seniority of the Casual Employees with the greater seniority of those that are interested.

13.02 Role of Seniority in Promotions, Transfers, Staff Changes:

When making promotions and transfers it is understood that the factors to be considered shall be prioritized:

- 1) Required Qualifications
- 2) Required Knowledge
- 3) Seniority

Qualifications and knowledge must be those directly related to the work to be performed. In the event that there are two or more applications for promotion or transfer, and each have equal qualifications and required knowledge, the Employer will give preference to the Employee with the greatest seniority. However, in the event there are no suitable applications the Employer reserves the right to fill the vacancy from any source.

13.03 Information in Posting:

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills (including basic counseling skills), shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This Position is Open to Male and Female Applicants".

13.04 Written Application:

For the purpose of administration, the Employer will accept applications, in writing, from the Employees who have signified their interest in any vacancies.

13.05 Trial Period:

(a) Full-time Position

Except in the case of newly hired Employees, the successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of sixty-six (66) shifts, during which time he/she will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared "permanent" after the period of sixty-six (66) shifts. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position and shifts, wage or salary rate, without loss of seniority.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

(b) Part-time Position

Except in the case of newly hired Employees, the successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of twenty-four (24) shifts, during which time he/she will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared "permanent" after the period of twenty-four (24) shifts. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position and shifts, wage or salary rate, without loss of seniority.

Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

13.06 Notification to Employees and Union:

Within seven (7) calendar days of the date of appointment to a vacant position the successful applicant shall be notified. All other applicants shall also be notified. A copy of the notification will be posted on the bulletin boards. The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

13.07 Every new Employee will receive a position description upon hire.

13.08 Reclassifications:

Where the Employer establishes a new classification, the Union shall immediately be provided with an interim job description and proposed rate of pay by the Employer. Rates of pay for all new classifications are subject to negotiations between the parties.

Where an Employee(s) believes their position has changed or is unfairly or incorrectly classified, the Employees(s) may submit, through the Union, a request for a review of the position. The Employer shall within twenty-one (21) days submit the recommendation to the Union with a copy to the Employee(s).

Failing satisfactory resolve of a new classification or a reclassification request, the matter may be submitted to Arbitration under the Grievance Procedure.

ARTICLE 14: LAYOFFS & RECALLS

14.01 Definition of Layoff:

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

14.02 Role of Seniority:

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified and has the required knowledge to perform the work of the Employee with less seniority.

14.03 Recall Procedure:

Employees shall be recalled in the order of their seniority.

14.04 No New Employees:

New Employees shall not be hired until those laid off have been given an opportunity of recall.

14.05 Advance Notice of Layoff:

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employees has not had the opportunity to work the days as provided in this Article he/she shall be paid for the days for which work was not made available.

14.06 Grievance on Layoffs and Recalls:

Grievances concerning layoffs and recalls shall be initiated at Step II of the Grievance Procedure.

ARTICLE 15: HOURS OF WORK

15.01 Regular Daily Hours:

- (1) The normal hours of work for Full-time Employees shall be eight (8) hours per day, five (5) days per week.
- (2) Those Employees who work an eight (8) hour shift (8:00 a.m. to 4:00 p.m.; 4:00 p.m. to midnight; midnight to 8:00 a.m.) shall be provided with a one-half (1/2) hour paid lunch during their shift.
- (3) There shall be one (1) fifteen (15) minute rest period for every four (4) hours worked.
- (4) The Cook's hours of work will be Monday to Friday, 8:00 a.m. to 4:00 p.m.; or 9:00 a.m. to 5:00 p.m., with one-half (1/2) hour paid lunch period provided as well as one (1) fifteen (15) minute break in the first half and one (1) fifteen (15) minute break in the second half.
- (5) No Employee shall be required to work a shift schedule against his/her wishes when other Employees are available to perform the required work. If the numbers willing to work the shift are insufficient, the shift work will be divided equally among the other qualified Employees.
- (6) Rest Between Change of Shifts
Failure to provide at least sixteen (16) hours rest between shifts, which are being changed, shall result in payment of overtime at established rates for any hours worked during such rest period. Notwithstanding the above, Part-time Casual Employees will be provided eight (8) hours rest.
- (7) Lunch time breaks are to be scheduled by the Employer, but at no time will it be added to the breaks or be in violation of the Employment Standards Code.

ARTICLE 16: OVERTIME

16.01 Overtime Defined:

All time worked before or after the regular daily hours, the regular weekly hours as provided in Article 15.01, or on a paid holiday, shall be considered overtime. If the shift report exceeds fifteen (15) minutes a minimum of one-half (1/2) hour overtime will be calculated and paid to the outgoing shift.

- 16.02 Overtime shall be paid at the rate of time and one-half (1½) whether the overtime is on a daily or weekly basis.

16.03 Callback Defined:

When an Employee is called back to work overtime which has not been scheduled in advance he/she is entitled to the greater of:

- (1) Compensation at the applicable overtime rate of pay for time worked
- (2) Compensation equivalent to four hours' regular pay for time worked

16.04 Overtime for Full-time Employees:

Overtime accumulated by Full-time staff will be taken in time off – TIME OFF PAID (TOP) in lieu of pay, at a mutually convenient time. TOP must be pre-arranged with the Executive Director with one (1) week written notice. The time off in place of overtime pay shall be provided by the Employer and taken by the Employee within three (3) months of the end of the pay period in which it is earned, except for during the last quarter of the fiscal year; such overtime earned during that period must be taken by the end of the fiscal year, which is March 31st. If an Employee has less than three (3) hours TOP accumulated, such time will be paid at the end of the three (3) month period in accordance with Article 16.

16.05 At the time of change from Standard to Daylight Saving Time, Employees working the night shift shall each work seven (7) hours and be paid for seven (7) hours. When reverting from Daylight Saving Time to Standard Time, Employees will each work nine (9) hours and be paid accordingly with one (1) hour at the overtime rate.

ARTICLE 17: PAID HOLIDAYS

17.01 Paid Holidays:

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day	Alberta Family Day
Labour Day	Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day	
1st Monday in August	Christmas Day	Boxing Day

Note: In order to qualify for payment of such holidays the Employees must qualify under existing legislation

ARTICLE 18: VACATIONS

18.01 Full-time Employees:

Following the anniversary date of an Employee, the annual vacation he/she is entitled to shall be:

- After one (1) year to five (5) years of employment----- three (3) weeks
- After five (5) years to ten (10) years of employment ----- four (4) weeks
- After ten (10) years to fifteen (15) years of employment ----- five (5) weeks
- After fifteen (15) years of employment----- six (6) weeks

Part-time and Casual Employees:

- Employees with less than one (1) year of employment shall be paid four percent (4%) of gross earnings in addition to wages due.
- Employees after one (1) year up to five (5) years of employment shall be paid six percent (6%) of gross earnings.
- Employees after five (5) years up to ten (10) years of employment shall be paid eight percent (8%) of gross earnings.
- Employees after ten (10) years up to fifteen (15) years of employment shall be paid ten percent (10%) of gross earnings.
- Employees after fifteen (15) years of employment shall be paid twelve percent (12%) of gross earnings.

18.02 The Employee's vacation pay shall be the greater of either the percentage of gross earnings based on the year previous to the anniversary date, or the Employee's regular weekly pay over the vacation period. One (1) weeks' vacation equals five (5) working days. At the Employee's written request, five (5) days of annual vacation may be approved by Management to be carried over to the following year.

18.03 **Vacation Requests:**

The Employer shall post a vacation planner by March 1st of each year whereby Employees must submit their vacation preference by April 30th for annual vacation taken during the months of July and August. Seniority shall be the deciding factor when there is a dispute regarding preferences for the time vacation is to be taken. When the Employee submit vacation after April 30th for the above-noted months, the vacation request will be granted on a first-come, first-served basis. Vacation requests for the other ten (10) months of the year will be granted on the basis of seniority.

ARTICLE 19: SICK LEAVE PROVISIONS

19.01 **Sick Leave Defined:**

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 **Amount of Paid Sick Leave:**

Sick leave shall be earned at the rate of one and one-half (1½) days for every month a Full-time Employees is employed. Sick leave may be accumulated to a maximum of four hundred (400).

Sick leave credits shall not be accrued during:

- (a) Any period of sick leave in excess of thirty (30) calendar days; or
- (b) a layoff; or

- (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (d) an absence while in receipt of disability insurance or Workers Compensation benefits which is in excess of thirty (30) calendar days.

19.03 Accrual of Sick Leave for Part-time Employees:

Except for training hours, sick leave credits for Part-time Employees shall be earned on all hours worked and computed at the rate of two (2) hours for each period of sixty-four (64) hours worked. Part-time Employees will accumulate sick leave credits to a maximum of thirty-two (32) hours.

19.04 Additional Hours:

When a Part-time Employee accepts additional hours of work, outside of scheduled shifts, and then reports sick for such assignment, the Employee shall not be paid sick leave for such shift.

19.05 Sick Incentive Leave or Sick Incentive Days (SID):

Sick days are calculated at one and one-half (1½) days per month worked, or a total of eighteen (18) days for one year of consecutive service.

Accumulated sick days totaling more than eighteen (18) days can be taken as "Sick Incentive Days" (SID) with prior approval from the Executive Director of the Foothills Centre. SID is limited to a maximum of five (5) days per calendar year, provided staff always maintain a minimum of eighteen (18) sick days. No SID can be taken if the accumulated sick days fall below eighteen (18) days.

EXAMPLE: Accumulated Sick Days -----40
Must maintain eighteen days -----18
Maximum Sick Incentive Days (SID)-----5 days/calendar year

19.06 Illness in the Family:

Where no one at home other than the Employee, can provide for the needs during illness of an immediate member of his/her family, an Employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.

19.07 Deductions from Sick Leave:

A deduction shall be made from an Employee's accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

19.08 Proof of Illness:

An Employee may be requested to produce a certificate from a medical practitioner for any illness in excess of five (5) working days certifying that he/she was unable to carry out his/her duties due to illness.

19.09 Sick Leave During Leave of Absence and Layoff:

When an Employee is given leave of absence for any approved work-related activity he/she shall receive sick leave credit for the period of such absence on his/her return to work.

During leave of absence for any other reason sick leave credits will not continue to accumulate. When an Employee is laid off on account of lack of work he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if there are any existing credits at the time of such layoffs.

19.10 Extension of Sick Leave:

An Employee with more than one (1) year of service who has exhausted his/her sick leave credits shall be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days with the approval of the Board of Directors, with or without pay. Upon return to duty the Employee shall repay the extension of sick leave in full.

No Employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits, provided notice of intention to return to work; together with an anticipated date is given to the Executive Director prior to the accumulated sick days being exhausted.

19.11 Sick Leave Records:

Immediately after the close of each calendar year the Employer shall advise each Employee in writing of the amount of sick leave accrued to his/her credit.

ARTICLE 20: LEAVE OF ABSENCE

20.01 Negotiation Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer during their regularly scheduled working hours. If any of the members of the Negotiating Committee are on their regularly scheduled days off it will be the responsibility of the Local to reimburse such committee member.

20.02 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in Grievance or Arbitration Procedures that occur during regularly scheduled working hours. After hours, it will be the responsibility of the Local to reimburse Representatives.

20.03 Leave of Absence for Union Functions:

Upon being approved by the Employer an Employee elected or appointed to represent the Union at conventions or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any Labour organizations with which the Union is affiliated, shall be allowed leave of absence without pay.

20.04 Leave of Absence for Full-time Union or Public Duties:

- (1) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence (without pay) but without loss of accumulated benefits so that the Employees may be a candidate in federal, provincial or municipal elections.
- (2) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority for a period of up to one (1) year.
- (3) An Employee who is elected or selected for a Full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to one (1) year.

20.05 Pay During Leave of Absence for Union Work/Convention:

An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

20.06 Paid Bereavement Leave:

- (1) An Employee may be granted a minimum of three (3) regularly scheduled consecutive work days without loss of pay or benefits in the case of a palliative care illness, and the Employees shall be granted a minimum of five (5) regularly scheduled consecutive work days without loss of pay or benefits in the case of death of the Employee's spouse (including common-law spouse), child or stepchild.
- (2) An Employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of death of a parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, or step-parent.
- (3) For the above-noted family members, where burial occurs outside the province such leave shall also include reasonable travelling time not to exceed five (5) days.
- (4) An Employee shall be granted a minimum of one (1) regularly scheduled workday leave without loss of pay or benefits in the case of the death of an aunt, uncle, nephew, niece, cousin, brother-in-law or sister-in-law.
- (5) In recognition of the fact that circumstances, which call for bereavement leave are based on individual circumstances, the Employer, upon request, may grant additional bereavement leave.
- (6) An Employee requesting Paid Bereavement Leave will provide management with a written request, which includes date of leave requested and relationship to the deceased.

20.12 At the Employee's option:

- (1) Full-time Employees may elect to forfeit five (5) working days of their full entitlement; and
- (2) Part-time Employees may elect to forfeit seven (7) calendar days of their full entitlement.

ARTICLE 21: PAYMENT OF WAGES & ALLOWANCES

21.01 Pay Days:

The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On the last payday of the month, each Employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. There will be provision for an interim monthly payment of one thousand dollars (\$1000.00) for each month.

Part-time Employees shall be paid semi-monthly in full for all hours worked.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, or by this Agreement. Over-payment may be recoverable by the Employer where such recovery would be reasonable or fair.

21.02 Equal Pay for Work of Equal Value:

Employees shall receive equal pay for work of equal value, regardless of gender.

21.03 Rate of Pay on Promotion or Reclassification:

An Employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position, carrying a single rate of pay, shall receive the rate of pay and benefits for that position for the time he/she performs that job.

21.04 Part-Time Casual Employees:

All Part-time Casual Employees shall be entitled to all rights and benefits of this Agreement except those benefits having monetary value.

21.05 Pay on Temporary Transfer, Higher Rated:

- (1) When a Part-time Client Care Assistant temporarily relieves or performs the duties of a Client Care Assistant I the Part-time Client Care Assistant shall receive the Part-time Client Care Assistant I rate of pay for the shift.
- (2) When a Full-time Client Care Assistant temporarily relieves or performs the duties of a Client Care Assistant I the Full-time Client Care Assistant shall receive an additional ten dollars (\$10.00) per shift up to a maximum

20.07 Employer Payment of Employees Benefits During Maternity Leave:

During the period of maternity leave, which shall not exceed fifteen (15) weeks, unless extended by the Board of Directors, the Employer shall continue to pay the hospital, medical, disability, group life, pension and other benefits of this Agreement.

20.08 Procedure Upon Return from Maternity Leave:

When an Employee decides to return to work after maternity leave she shall provide the Employer with at least two (2) weeks' notice. Upon return from maternity leave, the Employees shall be placed in her former position. If the former position no longer exists, she shall be placed in a position at the same rate of pay.

20.09 Parental Leave:

The Employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth. Upon request, the Employee will supply a medical report confirming that his spouse is pregnant, and indicating the anticipated date of delivery.

Leave of absence without pay and benefits shall be granted for a period not to exceed thirty-seven (37) weeks.

The Employee shall notify the Employer of her intention to take parental leave of thirty-seven (37) weeks at the same time as her maternity of leave and supply a medical report indicating anticipated date of delivery.

The Employee who has been employed by the Employer for at least fifty-two (52) consecutive weeks, whose spouse is taking maternity leave is entitled to thirty-seven (37) weeks, without pay, parental leave. The Employee will notify the Employer one (1) month in advance of the date the leave is to commence.

20.10 Adoption Leave:

An Employee who has been employed by the Employer for at least fifty-two (52) consecutive weeks may seek leave without pay for a period not exceeding thirty-seven (37) weeks due to adoption of a child. The Employee must provide proof of the anticipated adoption.

An Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

20.11 Mental Health Days:

Effective April 1, 2009, Full-time Employees shall be granted two (2) Mental Health Days per calendar year. The Mental Health Days shall be credited to an Employee on January 1st of each year. If the Mental Health Days are not used within the calendar year, they will not be paid out or carried over to the following year.

of ten (10) shifts per month. More than ten (10) shifts per month the position will be assigned as per Article 21.03.

21.06 Pay on Transfer, Lower Rated:

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate his/her rate shall not be reduced.

21.07 Vacation Pay:

An Employee, upon giving at least three (3) working days' notice, receive on the last office day preceding commencement of his/her annual vacation any pay cheque(s) which may fall during the period of vacation.

21.08 Shift Differential:

11:45 p.m. to 8:00 a.m. Monday to Friday (midnights)
11:45 p.m. to 11:45 p.m. Friday to Sunday (weekends)

	<u>Upon Signing</u>	<u>April 1, 2010</u>	<u>April 1, 2011</u>
Midnight Shift	.20/hour	.30/hour	.40/hour
Weekend Shift	.30/hour	.40/hour	.50/hour

No shift differential or premium of any kind will be used in calculating vacation pay or statutory holiday pay.

ARTICLE 22: EMPLOYEES BENEFIT PLANS

22.01 Employer Contributions to Hospital Medical Insurance:

The Employer administers and pays seventy-five percent (75%) of Life Insurance for Full-time Employees. The Employer shall contract for and implement the Alberta Health Care Plan. Part-time Employees will pay one hundred percent (100%) of this plan.

The Employer provides a pension plan whereby the Employer contributes one and one-half percent (1.5%) of the Employee's gross salary. The Employee is deducted and contributes three percent (3%) of gross salary.

The Employer provides a group life and health plan. Entitlement to participate is dependent upon application to and approved by SunLife Financial.

ARTICLE 23: JOB SECURITY RESTRICTIONS ON CONTRACTING OUT

23.01 Job Security:

In order to provide a measure of job security for members of the bargaining unit the Employer agrees that before any work or services performed by the Employees is to be sub-contracted, transferred, leased, assigned or conveyed (in whole or in part) to any other plant, person, company or non-unit Employees the Union and the Employer agree to meet and negotiate such measures as to protect Employees from any adverse effects.

23.02 If the Employer and the Union fail to reach agreement upon such measures as referred to in Article 23.01 the matter shall be referred to the "Grievance and Arbitration Procedure", and no change shall take place until such determination has been handled.

ARTICLE 24: FIRST AID, VACCINATIONS & TRAINING

24.01 First Aid:

All Employees will agree to complete courses for certification of Cardiopulmonary Resuscitation (CPR) and First Aid every third (3rd) year. The Employer agrees to reimburse Employees the cost of such courses upon successful completion and certification. The cost for regular re-certification shall be cost shared between the Employee and the Employer on a fifty-fifty (50/50) basis. The Employer will reimburse the remaining fifty percent (50%) after three (3) years of employment. This cost shall not be reimbursed to a newly hired Employee.

24.02 Vaccinations:

The Employer shall pay for Hepatitis C and Flu vaccinations, and strongly encourages all Employees to have the vaccinations.

24.03 Training:

The Employer agrees that all newly hired Employees shall receive a minimum of four (4) days training prior to the Employee being required to work a regular shift.

24.04 Training Allowance:

Employees who are required to train newly hired Employees shall receive a training allowance of four dollars (\$4.00) per hour. The training allowance shall be divided equally among those Employees carrying out the training.

For example: Two (2) Employees working an eight (8) hour shift where training is required, each Employee shall receive one-half (1/2) the training allowance, two dollars (\$2.00) per hour for eight (8) hours.

ARTICLE 25: TERM OF AGREEMENT

25.01 This Agreement shall remain in full force and effect from April 1, 2016 to March 31, 2019 and from year-to-year thereafter, unless either Party to this Agreement is given notice in writing by the other Party not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiry date, or the expiry date in any subsequent year.

Negotiations pertaining to any desired change must be commenced within twenty-five (25) working days of receipt of such notice by either Party, unless mutually agreed between the parties to extend the time limit.

It is understood and agreed that should Foothills Centre receive extra funding for Salary and Wage enhancement, the National Representative and Site Union Representative will be contacted for discussions pertaining to the application of said money to the Salary and Wage rates.

25.02 Notwithstanding Article 25.01 above, the parties agree to re-open negotiations effective April 1, 2016 to negotiate wages for the period of April 1, 2016 to March 31, 2019. It is agreed and understood between the parties that only wages shall be negotiated at this time and that any wage increase may be subject to funding received for wage enhancement.

25.03 Where notice to commence collective bargaining is served by either Party under Article 25.01, the following conditions shall apply:

- (1) Only those matters initially exchanged at the first meeting will be subject to negotiations, unless mutually agreed otherwise.
- (2) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in full force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

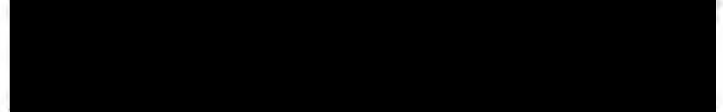
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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

THIS 8th DAY OF November, 2017.

Signed on behalf of
FOOTHILLS ALCOHOL ACTION
SOCIETY (FOOTHILLS CENTRE)

Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 3782



APPENDIX "A" - WAGES

FULL-TIME STAFF – MONTHLY WAGES				
Classification		Entry level \$ Year 1 – 2	Mid-point \$ Year 2 – 4	Maximum \$ Year 4 & up
Client Manager	April 1, 2016	3750. – 4042.	4043. – 4500.	4501. – 5210.30
	April 1, 2017	3806.25 – 4102.63	4103.65 – 4567.50	4568.52 – 5288.45
	April 1, 2018	3806.25 – 4102.63	4103.65 – 4567.50	4568.52 – 5288.45

Classification	April 1, 2016	April 1, 2017	April 1, 2018
Client Care Assistant I	\$3,112.18	\$3,158.86	\$3,158.86
Admittance Coordinator	\$3,112.18	\$3,158.86	\$3,158.86
Client Care Assistant	\$2,886.66	\$2,929.96	\$2,929.96
Head Cook	\$3,112.18	\$3,158.86	\$3,158.86

PART-TIME STAFF – HOURLY WAGES				
Classification	Starting	April 1, 2016	April 1, 2017	April 1, 2018
Program Assistant	-	\$18.99	\$19.27	\$19.27
Client Care Assistant	\$16.17	\$16.65	\$16.90	\$16.90
Cook	\$17.08	\$17.58	\$17.84	\$17.84

Acting Supervisor additional \$10.56/shift (Part-time Staff)

CASUAL STAFF – HOURLY WAGES				
Classification	Starting	April 1, 2016	April 1, 2017	April 1, 2018
Client Care Assistant	\$16.17	\$16.17	\$16.41	\$16.41
Cook	\$17.08	\$17.08	\$17.34	\$17.34

Acting Supervisor additional \$10.24/shift (Casual Staff)

LETTER OF UNDERSTANDING #1: STAFF MEETINGS

Foothills Alcohol Action Society
(Foothills Centre)
Fort Macleod, Alberta

(Hereinafter called the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 3782

(Hereinafter called the "Union")

RE: STAFF MEETINGS

The Parties agree to the following language:

Staff are required to attend regularly scheduled monthly staff meetings, excluding those staff who work less than two (2) regularly scheduled shifts per month.

If an Employee is unable to attend, they must provide a minimum of forty-eight (48) hours' notice stating the reason for not being able to attend.

Staff will be paid twenty-one dollars (\$21.00) for attendance.

This Letter of Understanding will be in effect until March 31, 2019.

Signed this 27 day of November 2017.

Signed on behalf of
FOOTHILLS ALCOHOL ACTION
SOCIETY (FOOTHILLS CENTRE)



Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 3782

