



**COLLECTIVE AGREEMENT**

**BETWEEN**

**ACCREDITED SUPPORTIVE LIVING SERVICES  
LIMITED**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 047 CHAPTER 013**

**EXPIRES JUNE 30, 2011**

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Preamble

THIS AGREEMENT made the **4th** day of **February**, 2010.

BETWEEN:

The Board of Directors of the  
Accredited Supportive Living Services Limited  
(hereinafter called the "Employer")

OF THE FIRST PART

and the

Alberta Union of Provincial Employees  
on behalf of all Employees covered by this Collective Agreement  
(hereinafter called the "Union").

OF THE SECOND PART

WHEREAS the Board of Directors is an Employer within the meaning of the Labour Relations Code and administers the Accredited Supportive Living Services Limited,

AND WHEREAS pursuant to the provisions of the Code, the Union has the sole right to negotiate on behalf of the Employees included in Article 2 - Jurisdiction,

AND WHEREAS the Parties are mutually desirous of entering into a Collective Agreement with the intent to promote a harmonious relationship between the said Employees and the Board of Directors of the Accredited Supportive Living Services Limited and to set forth in the Collective Agreement rates of pay, hours of work and other terms or conditions of employment for each Employee of the Employer and provide a procedure for the consideration and settlement of differences,

NOW THEREFORE; the Parties hereto mutually agree as follows:

## ARTICLE 1

### Definitions

- 1.01 For the purposes of this Agreement, unless the context otherwise requires:
- (a) A word used in the feminine gender applies also to the masculine;
  - (b) A word used in the singular may also apply in the plural;
  - (c) "Act" means the Alberta Labour Relations Code, or successor thereto;
  - (d) "Chapter" means the Employees of the Employer as a group, who are Members of the Alberta Union of Provincial Employees and have been granted Chapter status under the Union Constitution;
  - (e) "Employer" means the Board of the Accredited Supportive Living Services Limited or its designate(s);
  - (f) "Employee" means a person employed by the Accredited Supportive Living Services Limited, who performs the job functions pertaining to any classification covered herein who is in the Bargaining Unit;
  - (g) "Month" means a calendar month;
  - (h) "Work Day" means any day on which an Employee is normally scheduled to work;
  - (i) "Union" means The Alberta Union of Provincial Employees, Local 047/Chapter 013;
  - (j) "Union Steward" means a Member of the Chapter who is elected or appointed by the Employees covered by this Collective Agreement to act on their behalf;
  - (k) "Anniversary Date", unless otherwise changed by the operation of the Collective Agreement means the first day of the month following the commencement of permanent employment.

## ARTICLE 2

### Jurisdiction

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all the PDD (Persons with Developmental Disabilities) funded Employees described in Article 2.02 below.
- 2.02 Employees covered under the bargaining unit are Community Support Workers (CSWs) working in the following programs at the following locations:
- (a) Independent Living Services (ILS) programs at the Grande Prairie office, Fairview office, Grimshaw office, Peace River office, High Level Office and the La Crete office;

- (b) Wilcox (50th Avenue) Residence in Grimshaw;
- (c) 49th Avenue Residence in Grimshaw.

2.03 This Collective Agreement does not apply to the following, provided they shall not replace Bargaining Unit Employees:

- (a) Persons employed under Special or Cost-shared programs subsidized in whole or in part by Provincial and/or Federal Government(s);
- (b) Persons who are volunteers;
- (c) Persons who are students on work experience programs.

ARTICLE 3

Application

3.01 This Collective Agreement applies to the following types of Employees:

- (a) Full-time: All terms and conditions of this Agreement shall apply;
- (b) Part-time: All terms and conditions of this Agreement apply on a pro rata basis, unless otherwise specified;
- (c) Temporary/Casual Relief: Employees who are hired for irregular or short periods on an as need basis to replace a Full-time or Part-time Employee who is expected to return to her position. All terms and conditions of this Agreement shall apply except for the following Articles:

<u>Article Number</u>	<u>Article</u>
12	Probationary Period
13	Lay-off and Recall
16	Disciplinary Action
23	Reporting Pay and Call-Out Pay
25	Sick Leave/Personal Time - After the first month of employment, a Temporary Employee shall receive zero point five eight (0.58) day's sick leave for each one hundred and sixty (160) hours worked.
26	Workers' Compensation Supplement
27	Employee Benefits
29	Annual Vacation
30	Bereavement/Special Leave
32	Court Leave

In lieu of vacation, Temporary Employees shall receive six percent (6%) vacation pay.

## ARTICLE 4

### Management Recognition

- 4.01 The Union recognizes the exclusive right of the Employer to manage the affairs of the agency, direct its work forces and make and alter rules. Without limiting the generality of the foregoing, such Employer rights shall include the right to hire, transfer, promote, demote or to discharge and suspend any Employee for just cause, subject to the Grievance Procedure.
- 4.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect to the Employee by reason of race, color, creed, national origin, political or religious affiliation, sex, sexual preference, marital status or age.
- 4.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

## ARTICLE 5

### Union Stewards

- 5.01 The Employer recognizes Union Stewards as official representatives of the Union.
- 5.02 The Union recognizes that the Stewards have their regular work to perform as Employees of the Employer. Stewards will not leave their work to investigate or to process a grievance without the prior approval of the supervisor concerned.
- 5.03 The Union shall give notice, in writing, to the Employer of the names of the Chapter Executive and Union Stewards, and the effective dates of their election or appointment, as soon as possible after election or appointment.

## ARTICLE 6

### Union Membership and Dues Checkoff

- 6.01 All Employees hired after the commencement of this Agreement who are not excluded under Article 2, shall become members of the Union as a condition of employment.
- 6.02 All Employees covered by this Agreement shall be required to pay Union dues. Each Month, the Employer shall deduct the amount of the Union dues as set by the Union from time to time, from the pay of all Employees covered by this Agreement.
- 6.03 The deductions remitted shall be accompanied by particulars identifying each Employee showing their start date and classification.

- 6.04 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 Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 7

### Employer-Union Relations

- 7.01 Union Staff Representatives will notify the CEO prior to entering the Employer's premises and in no way shall they interfere with Employees, including Stewards, during regular working hours unless permission is granted by the Employer or his representative. Such permission is not to be unreasonably withheld.
- 7.02 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises, which are accessible to Employees.
- 7.03 An Employee shall have the right to wear an appropriate insignia of the Union. No such insignia shall be displayed on Employer's equipment, facilities or physical premises, except as otherwise approved under Article 7.02.
- 7.04 Upon hire, each Employee shall be advised of the name of the Chief Union Steward and the location of the Union office. The Employer agrees to provide the Chapter Secretary, or her designate, with a copy of the Payroll Notification form within seven (7) working days.
- 7.05 The Union will provide a copy of its Constitution, the Collective Agreement, Steward's List and business cards to the Employer, and the Employer will provide a copy to new Employees.

## ARTICLE 8

### Contracting Out

- 8.01 Prior to contracting out work, which is currently done by Bargaining Unit Employees, the Employer shall meet with the Union to determine if there are cost effective ways in which such work can be done by Bargaining Unit Employees.
- 8.02 It is not the intention of the Employer to contract out services currently being performed by Bargaining Union Employees.

## ARTICLE 9

### Joint Consultation

- 9.01 For the purpose of resolving difficulties and for promoting harmonious relationships, discussions concerning matters of concern shall take place between designated representatives of the Chapter and designated representatives of the Employer, at the request of either Party. Such representatives shall be limited to two (2) in number, or as mutually agreed, in each case. Arrangements for such meetings will be made through the CEO and the meeting will be held within two (2) days or as soon as possible. The provisions hereof shall not relate to the settlement of grievances, the procedure for which is outlined in Article 14, Grievance Procedure.

## ARTICLE 10

### Time Off for Union Business

- 10.01 Time off, with pay, to a maximum of one (1) hour per week, will be granted to Employees conducting Union Business under the following circumstances:
- (a) Employee(s) involved in discussions related to the processing of grievances, or the investigation of complaints arising out of the Collective Agreement, provided, however, the Steward first obtains the consent of her immediate supervisor, which consent shall not be unreasonably withheld.
  - (b) Members of the Chapter, not exceeding two (2) in number, for
    - (i) time spent at Joint Consultation meetings during working hours;
    - (ii) time spent in joint Union-Employer committees;
    - (iii) time spent at meetings authorized by the Employer on matters of mutual interest.
- 10.02 Time off, with pay, will be granted to Employees, conducting Union Business under the following circumstances:
- (a) Members of the Chapter, who attend the Union Functions, Seminars or Programs, provided the Employees concerned give at least ten (10) working days notice, in writing, requesting such time off and that operational requirements permit.
  - (b) Members of the Chapter who are designated representatives of the Negotiating Committee, not exceeding two (2) in number, or as mutually agreed, for time spent with representatives of the Employer during the formal negotiations of a Collective Agreement and for Union preparatory meetings during these negotiations.

- (c) To facilitate the administration of time off under Clause 10.01 and 10.02, the Employer will grant the leave of absence with pay and invoice the Union for the hourly rate of pay plus an administration fee of fifteen percent (15%).

## ARTICLE 11

### New and Changed Classification(s)

- 11.01 Employees holding positions, which fall within the Bargaining Unit will be provided with a written detailed job description of their duties. New Employees will be provided with this information on their first day of employment. An Employee will also be provided with a copy of her job description upon written request to her immediate supervisor.
- 11.02 The Employer will provide the President of the Union with written notice of any proposed, new or altered job classification(s) and the proposed rate(s) of pay fifteen (15) calendar days prior to the changes taking place:
  - (a) The Union may contest the proposed rate of pay by sending written notice to the Executive Director.
  - (b) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
  - (c) The proposed 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 rate of pay. Such amended rate will be effective from the date of written notice from the Board to the Union.

## ARTICLE 12

### Probationary Period

- 12.01 All new Employees covered by this Agreement shall serve a probationary period of one thousand and forty (1040) hours.
- 12.02 A probationary Employee will be given a written evaluation of her progress at least once during her probationary period.
- 12.03 Probationary Employees shall, subject to Article 3, have access to the grievance procedure save and except with respect to the termination of employment. Probationary Employees may appeal their termination to the CEO but the decision shall be final and binding.
- 12.04 Upon completion of the probationary period, and the required courses, an Employee shall be moved to the job rate as outlined in Schedule "A".

ARTICLE 13

Lay-off and Recall

13.01 Notice

In case it becomes necessary to reduce the working force or eliminate positions, the Employer will notify Permanent Employees in person or by registered mail, who are laid off thirty (30) calendar days prior to the lay-off, and shall forward to the Union a copy of the notice of lay-off forthwith.

- 13.02 (a) Subject to the provisions of Article 13.02(b), lay-off shall occur in reverse order of seniority for Employees working in the same classification.
- (b) Notwithstanding the provisions of Article 13.02(a), the Employer shall have the right to retain Employees who would otherwise be laid off when lay-off in accordance with Article 13.02 would result in retaining Employees who do not have the ability to perform the work.

13.03 Employees who are laid off may displace an Employee in another classification who is junior to them provided they have the ability to perform the work.

13.04 Employees will be recalled in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of fourteen (14) calendar days duration or longer.

13.05 No new Employees shall be hired while there are Employees on the recall list.

13.06 Benefits

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 29 on behalf of the Employee for a maximum of one (1) month's premium.
- (b) Subject to the requirements of the plan, Employees on lay off in excess of one (1) month, may make arrangements to continue coverage under the plan by paying the full premiums thereof, not to exceed 12 (twelve) months.

13.07 (a) The operations of this Article shall not be construed as a violation of Articles 17 and 18.

(b) Should an Employee be affected pursuant to Article 13.01(a) while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall be served with notice under Article 13.01 after she has advised the Employer of her readiness to return to work.

(c) Where an Employee works while on lay-off in accordance with Article 13.04, the Employee will retain their rights of recall to the status they occupied at the time of lay-off.

ARTICLE 14

Grievance Procedure

- 14.01 For the purpose of this Article, the following definitions shall apply:
- (i) "Days" mean calendar days not including Saturdays, Sundays or Paid Holidays.
  - (ii) "Discipline" includes written reprimands, suspensions, and dismissals.
- 14.02 Any difference arising between the Parties hereto or any person bound by this Agreement regarding unfair working conditions, disciplinary action or dismissal of an Employee without just cause, or the application, interpretation or violation of this Agreement, shall be dealt with in the following manner:
- 14.03 Step 1
- Within five (5) days of the act causing the difference or within five (5) days of the time when the Employee first became aware that a difference had occurred, the Employee shall discuss the matter with her supervisor, who is not within the scope of this Collective Agreement, to endeavor to resolve it. An Employee shall have the right to have a Union Steward present during the discussion at this Step.
- Step 2
- If the difference is not resolved in Step 1, it may be submitted in writing as a grievance to the CEO or his authorized alternate within five (5) days from the date of the discussion at Step 1.
- The decision of the CEO or his authorized alternate will be issued in writing to the Employee and Union, within five (5) days of receipt of the written grievance.
- Step 3
- If the grievance is not resolved through any of the foregoing steps, the grievance may be referred to an Arbitration Board as provided in the Act.
- 14.04 Either Party may request an extension, in writing, of the time limits or a variance from the procedures mentioned above, provided that such extension or variance is requested prior to the expiry of the time allowed. Where such extension or variance is requested, it shall not be unreasonably denied.
- 14.05 Either Party may request a meeting at Steps 2 and 3, which shall not be unreasonably denied. The grievor shall be permitted to be accompanied by a Union Steward and/or Union Staff Member to assist her at such meetings.

14.06 Both the Union and the Employer shall have the right to process, as policy grievances, items which may arise regarding administration, interpretation, application, operation or any alleged violation of this Agreement. Such grievances shall be submitted by the grievor to the other Party in writing within thirty (30) days from the date the grievor became aware of the incident prompting the grievance.

Within thirty (30) days the Parties shall meet to endeavor to resolve the difference. If the Parties are unable to resolve the difference, it may be submitted to an Arbitration Board pursuant to the Act.

14.07 In the event the grievor fails to follow the time limits established in the steps of the Grievance Procedure, or amended pursuant to Clause 14.04, the grievance shall be deemed to be abandoned.

14.08 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, or amended pursuant to Clause 14.04, the grievance shall advance to the next step of the Grievance Procedure.

## ARTICLE 15

### Personnel File

15.01 Access to an Employee's personnel file shall be provided within five (5) working days to the Employee and/or Union Steward or Union Representative upon the Employee's written request. The personnel file referred to in this Article is the personnel file of an Employee maintained by the CEO. The Employee shall receive a copy of anything being placed on her personnel file pertaining to her conduct or performance prior to it being placed on her personnel file.

15.02 The Employer will provide to the Union and Employee copies of all discipline letters placed in the Employee's file. The discipline letters will be acknowledged by a signed receipt. Refusal to sign will be noted.

15.03 The Employer agrees to furnish to the Union, upon written request, copies of all documents that pertain to any matter in dispute caused by the operation of this Agreement.

15.04 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request in writing that her personnel file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that twenty four (24) month period; and
- (b) the disciplinary action is not the subject of an unresolved grievance.

ARTICLE 16

Disciplinary Action

- 16.01 No Employee shall be disciplined or dismissed without just cause.
- 16.02 Demotion shall not be used as a disciplinary measure.
- 16.03 When an Employee is disciplined and the discipline is to be a matter of record, that Employee shall be informed in writing as to the reason(s) for such action.
- 16.04 An Employee who is being disciplined may request a Union Steward to be present at the meeting with the Employer.
- 16.05 When an Employee is suspended or dismissed, the Employer shall provide a copy of the disciplinary notice to the Union.

ARTICLE 17

Seniority

- 17.01 Seniority is defined as length of continuous full time service with the Employer and shall be applied on a classification basis. Part-time and Casual Employees shall accumulate seniority on an hourly basis. Ability shall be applied in determining preference for promotions and transfers. Seniority will not be interrupted by sick leave, maternity or education leave of less than six (6) months. Seniority shall not be enhanced after six (6) months.
- 17.02 The Employer agrees that in filling job vacancies under the Collective Agreement, in-house applicants shall receive due consideration. Where two (2) or more Employees' ability to perform the job are relatively equal, seniority shall govern.
- 17.03 Upon completion of the probationary period, seniority shall be effective from the date of hire.
- 17.04 An Employee will lose her seniority in any of the following circumstances:
- (a) if she is discharged for just cause;
  - (b) if she resigns voluntarily;
  - (c) if she is laid off in excess of twelve (12) months; and
  - (d) if following lay-off, she fails to return to work after receiving proper notice to do so.

ARTICLE 18

Job Opportunities

- 18.01 Vacancies which fall within the Bargaining Unit will be posted at all work sites for a period of not less than seven (7) days.
- 18.02 Upon notice of a resignation if a vacancy is created the position will be posted at all work sites within three (3) working days whenever possible. For the purpose of this Clause "working days" means the days from Monday to Friday inclusive, not including paid holidays.
- 18.03 All job applications delivered in writing to the CEO during the period of posting will be considered. Applicants shall be informed, in writing, of their acceptance or rejection before the announcement is made where practical.
- 18.04 In making promotions or transfers as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the necessary qualifications to fill the position. Such promotions and transfers shall be based on job knowledge, experience, education, special skills, supervisory ability (where applicable), seniority and other qualifications deemed necessary for the position to be filled.
- 18.05 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 18.06 The Parties may mutually agree to waive application of this Article.

ARTICLE 19

Pay Affecting Transfers, Promotions, Demotions

- 19.01 A transfer is defined as an Employee moved from her current job to another job at the same rate of pay. Upon a transfer, no salary adjustment occurs. Employees may request a transfer through the CEO or the appropriate Supervisor as vacancies occur. Where operational requirements permit, as determined by the CEO, transfers will be voluntary.
- 19.02 An Employee who is promoted in the Bargaining Unit will receive an increase in pay and serve a trial period of up to three (3) months. During the trial period, the Employee may request, in writing, that she be returned to her former job, or a suitable similar position, without loss of seniority and at not less than the same salary she would have received had she remained in her former job.
- 19.03 If an Employee is moved to a job with a lower pay rate, no salary adjustment occurs. The Employee's salary shall remain fixed until such time as the lower job's pay rate becomes higher than the Employee's fixed rate of pay. At such time, the Employee's salary shall be adjusted to the higher rate of pay. The above does not apply in the case of a voluntary demotion requested in writing by the Employee.

ARTICLE 20

Terms of Employment

20.01 The Parties agree that:

- (a) Applicable pay schedules as set out in Schedule "A" hereto, and
- (b) Working conditions, entitlements, and rights as provided herein,

shall not be changed after the effective date hereof without the mutual consent of the Parties to this Agreement.

ARTICLE 21

Hours of Work and Overtime

21.01 The Parties acknowledge that the special needs of the clients will require flexibility in scheduling and requires the co-operation of both Employees and the Employer.

21.02 Where practical, Employees will have shifts posted fourteen (14) days in advance to facilitate planning. Where a change is made to such schedule for reasons not related to client requirements, forty-eight (48) hours notice shall be given. Failure to give such notice shall result in the first shift worked on the new schedule being paid at overtime rates. This shall not apply to changes initiated at an Employee's request.

21.03 Regular work schedules will be as follows:

- (a) Full-time Employee: works a minimum of thirty (30) hours to a maximum of forty (40) hours per week consisting of five (5) consecutive days to a maximum of eight (8) hours per day.
- (b) Part-time Employee: works fewer than thirty (30) regular hours per week consisting on a maximum of five (5) consecutive days to a maximum of eight (8) hours per day.

21.04 (a) Employees working in excess of seven (7) hours per day will receive one-half hour unpaid meal break in each shift. If such lunch break is interrupted by work requirements such break shall be rescheduled.

(b) Employees working in the group home while assisting residents with meals, will waive their meal break and have their meals with the residents at the appropriate fee.

(c) Employees shall receive a paid fifteen (15) minute break during each four (4) hour period of their shift.

(d) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination, the Employer will consider Employee preferences.

21.05 Employees will have not less than twelve (12) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.

21.06 For the purposes of adopting a new compressed work week or flex time system, modified hours of work and provisions related thereto may be implemented by mutual agreement in writing between the Employer and the Chapter Chairperson and a copy of such written agreement will be given to the Union.

## ARTICLE 22

### Overtime

22.01 All overtime must be authorized in advance by the immediate Supervisor.

22.02 An Employee who works overtime shall be paid at the rate of one and one-half (1 1/2) times her Basic Rate of Pay.

22.03 Overtime shall be defined as:

(a) Time worked in excess of eight (8) hours per day or forty (40) hours per week except where there is an approved flex time system or compressed work week in place.

(b) Time worked pursuant to Article 23 which is deemed overtime.

(c) Time worked pursuant to Article 29 which is deemed overtime.

(d) Time worked on an Employee's scheduled day off provided such schedule has not been changed in accordance with Article 21.05.

22.04 Time off at the overtime rate in lieu of overtime shall only be granted if requested by the Employee. Employees shall not be required to lay off during a regular shift to equalize any overtime worked previously.

22.05 Failure to comply with Clause 21.05 shall result in payment at time and one-half (1 1/2) her basic rate of pay for all hours worked during such normal rest period.

22.06 All overtime shall be calculated to the nearest one-quarter (1/4) hour.

22.07 Except in the case of unforeseen circumstances, when overtime work is scheduled, the Employee affected shall be given at least four (4) hours notice.

22.08 Existing schedules shall be referred to the Joint Committee for their recommendation.

ARTICLE 23

Reporting Pay and Call-Out Pay

- 23.01 In the event that an Employee reports for work as scheduled and is requested by the Supervisor to return home, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at her Basic Rate of Pay.
- 23.02 When a Full-Time or Part-Time Employee is called out to work outside of scheduled working hours by the Employer, she shall be paid at overtime rates or a minimum of two (2) hours at overtime rates, whichever is the greater. If such call-out forms a continuous period with the Employee's normal working hours no minimum shall apply, but her normal working hours will not be reduced as a result of the call-out.

ARTICLE 24

Acting Incumbents

- 24.01 An Employee required by the Employer to replace another Employee holding a position within this Bargaining Unit, to which is assigned a higher pay grade, for a period of one (1) day or more shall, in addition to her Basic Rate of Pay, be paid a premium which is the equivalent hourly rate of the difference between the job rates of the two jobs for the time so worked.
- 24.02 An Employee required by the Employer to replace another Employee in a position of greater responsibility outside the scope of the Bargaining Unit shall, in addition to her Basic Rate of Pay, be paid a premium to be determined by the Employer.
- 24.03 An Employee required by the Employer to temporarily replace another Employee holding a position with a lower pay grade shall not have her Basic Rate of Pay adjusted.

ARTICLE 25

Sick Leave/Personal Time

- 25.01 Sick leave/personal time is provided by the Employer for absences due to illness, personal reasons, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- 25.02 After completing one month of full time employment, Employees shall be eligible for sick leave/personal leave of fifty-six (56) hours per year. Employees shall be credited these days as follows: zero point five eight (0.58) days per month.

These days shall be utilized before the fiscal year end unless otherwise approved by the Executive Director.

- 25.03 If an Employee is at work and requires time off for the purposes of attending a dental, physiotherapy, chiropractic, optical or medical appointment, it shall not be unreasonably denied. The actual time for such appointments shall be deducted from the sick leave/personal leave entitlement.
- 25.04 An Employee reporting sick, or using a personal day, must advise the Employer prior to the commencement of the shift.
- 25.05 The Employer recognizes that alcoholism, drug abuse and other mental disorders or illness, are conditions which may respond to therapy and treatment.

#### ARTICLE 26

##### Workers' Compensation Supplement

- 26.01 To qualify for benefits under this section, Employees must report the injury or suspected injury to their immediate Supervisor within twenty-four (24) hours. It is agreed that the Employer shall pay to any Employee covered by this Agreement who is injured and who is subsequently subject to the provisions of the Workers' Compensation Act, her normal straight time earnings to the maximum amount of her sick time banked for a period commencing with the date of injury and continuing for the period of time she is unable to work and is eligible and receives payment under the Act, provided the Employee assigns her benefits payable to her under Workers' Compensation to the Employer. Upon assignment of Worker's Compensation benefits to the Employer, the Employee's sick time bank will be appropriately credited.

#### ARTICLE 27

##### Employee Benefits

- 27.01 Subject to eligibility and upon completion of probation the Employer shall pay the premiums for the following existing plans:
- (a) Alberta Health Care - 100 %; and
  - (b) Life Insurance and Accidental Death and Dismemberment Insurance – 100%; and
  - (c) Extended Health Insurance – 100 %; and
  - (d) Dental Insurance - 100 %.

Present Employees will be grandfathered in, but all future hires will receive an allowance to cover actual benefits costs up to a maximum of two hundred dollars (\$200.00) per month.

- 27.02 The Employer shall continue to make available to its Permanent Employees the Long Term Disability Plan, the premiums for which shall be paid by the Employee.
- 27.03 The Employer will notify the Union when a Member goes on Long Term Disability.
- 27.04 An Employee who has completed at least twelve (12) months of full time employment and commences Long Term Disability, will have their position held for a period of six (6) months. Should the Employee be unable to return to work at the end of six (6) months, the position may be filled on a full time basis.
- Should the Employee return to work within twenty-four (24) months of the commencement of Long Term Disability, they will be placed in a position at not less than the same salary that had accrued to them prior to commencing leave and at the same level of benefits that are applicable to Employees in their classification.
- 27.05 The Employer will provide brochures concerning all benefit plans for which the Employee is eligible for participation, upon hire and upon request.
- 27.06 The Employer shall provide the Union with copies of the Plan documents, and any amendments to such documents.
- 27.07 The Employer will confer with the Union prior to any amendments being made in coverage.

## ARTICLE 28

### Paid Holidays

- 28.01 After being employed for thirty (30) days, Full-time Employees are entitled to one (1) day's paid leave for each of the following holidays:
- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Family Day           | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| August Civic Holiday |                  |
- 28.02 Part-time Employees shall be paid holiday pay according to Alberta Labour Employment Standards.
- 28.03 When a day designated as a holiday under Clause 28.01 falls on an Employee's regularly scheduled day of rest, the Employee shall be granted a mutually agreed upon day off with pay at her regular rate.

- 28.04 If an Employee is required to work on an observed holiday, as identified in Article 28.01, the Employee shall receive:
- (a) pay at two and one half (2 1/2) times the basic rate of pay for the hours worked; and
  - (b) Casual/Part-Time Staff: pay at two and one half (2 1/2) times the basic rate of pay for the hours worked providing that the Employee has worked the previous five (5) or nine (9) days of the week that the holiday falls on.

## ARTICLE 29

### Annual Vacation Leave

- 29.01 An Employee shall not take vacation leave without the prior written authorization of the Employer.
- 29.02 As far as possible, an Employee shall be granted her choice of a vacation period according to seniority.
- 29.03 Vacation leave entitlement, with pay, shall be earned as follows:
- (a) Part-time Employees shall receive six percent (6%) of straight time wages as holiday pay, which shall be accumulated.
  - (b) Full-time Employees shall be credited with one point two five (1.25) days per month (fifteen (15) days per year) up to the end of the fifth (5<sup>th</sup>) year of employment.
  - (c) Full-time Employees, upon completing five (5) continuous years of employment, shall be credited with one point six seven (1.67) days per month (twenty (20) days per year).
- 29.04 A paid holiday, as provided in Article 29 - Paid Holidays, which occurs during the period of vacation leave, will not be included towards the number of day(s) taken for purposes of vacation entitlement recording.
- 29.05 Employees may take five (5) days of their vacation in one (1) day segments but all other vacation will be taken in one (1) continuous period or in two (2) separate periods of not less than five (5) days.
- 29.06 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
- (a) within that fiscal year; and
  - (b) at such time or times as may be approved/requested by the Employer including a carry over from one year to the next.

- 29.07 Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 29.08 Notwithstanding the other provisions of this Article, an Employee, who so requests, may be authorized to take vacation leave which has been earned up to that time, within the year in which it has been earned.
- 29.09 An Employee who terminates her employment, or who is terminated, shall receive vacation pay in lieu of all vacation earned but not taken at the following percentages of regular earnings:
- (a) in lieu of vacation earned pursuant to Clause 29.03(a) and 29.03 (b) at six (6%) percent.
  - (b) in lieu of vacation earned pursuant to Clause 29.03(c) at eight (8%) percent.
- 29.10 No Employee currently entitled to greater vacation benefits set out in this Article shall have their benefit reduced as a result of this Article.

### ARTICLE 30

#### Bereavement/Special Leave

- 30.01 An Employee shall be granted Bereavement Leave up to a maximum of five (5) days yearly without loss of pay in the event of a death in the Employee's immediate family for the purpose of arranging or attending the funeral of such relative:
- Immediate family of the Employees shall also include immediate family of the spouse, including common-law spouse with whom the Employee has co-habitated for six (6) months, father stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandson, granddaughter, and grandfather or grandmother.
- 30.02 The Employee, at their option, may utilize their bereavement leave entitlement pursuant to Article 30.01 to attend upon members of their immediate family who are suffering from life-threatening illness or injuries in which case they shall forfeit any paid yearly bereavement entitlement for that year.
- 30.03 Unpaid bereavement leave may also be granted.
- 30.04 The Employee shall be allowed 1 (one) day to attend a funeral as a mourner. This day shall be deducted from the five (5) yearly days as specified in clause 30.01.

ARTICLE 31

Parental Leave

- 31.01 An Employee who has been employed for a continuous period of at least twelve (12) months and who has completed her probationary period, shall upon written request, be granted Parental Leave without pay. Such leave shall not exceed twelve (12) months unless an extension is granted by the Employer.
- 31.02 Application for maternity leave must be submitted to the Employer in writing at least four (4) weeks in advance of the date the leave will commence.
- 31.03 An Employee granted leave without pay for parental reasons pursuant to Clauses 31.01 and 31.07 shall be returned to her former position, or be placed in a comparable position for which she is qualified, at not less than the same rate of pay, entitlements and other benefits that had accrued to the Employee to the date that Parental Leave commenced. An Employee shall give the Employer two (2) weeks' written notice of her intention to return to work.
- 31.04 The Employee shall determine the date that Parental Leave is to commence. However, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of the Employee interferes with the performance of her duties, the Employer may, by notice in writing to the Employee, require that she proceed on Parental Leave.
- 31.05 Upon the written request of the Employee, vacation entitlements shall be provided to the Employee in conjunction with the period of Parental Leave, thereby reducing the period of unpaid Parental Leave.
- 31.06 An Employee on Parental Leave may request to shorten or extend such leave by application to the Employer, which shall not be unreasonably denied.
- 31.07 An Employee who has completed the probationary period shall be granted leave of absence without pay for a period of up to nine (9) months for the purpose of adopting or fostering a child provided that:
- (a) she makes written request for such leave at the time the application for adoption or fostering is approved and keeps the Employer advised of the status of such application; and
  - (b) she provides the Employer with at least one (1) week's written notice that such leave is to commence; and
  - (c) she furnishes the Employer with proof of adoption or fostering.
- 31.08 Paternity Leave of at least one (1) working day shall be granted upon written request of a male Employee to enable such Employee to attend to matters directly related to his child.
- 31.09 The Employer acknowledges that the period of confinement due to child birth will qualify as sick leave pursuant to Article 25.

ARTICLE 32

Court Leave

- 32.01 When an Employee is summoned or required to attend as a witness or to serve jury duty to appear in Court, she shall be allowed a leave with pay, but any witness fee receivable by her shall be paid to the Employer.
- 32.02 The Employee shall provide the Employer with proof of service from an Officer or Clerk of the Court.

ARTICLE 33

Leave of Absence Without Pay

- 33.01 A leave of absence without pay must be authorized in writing by the Employee's immediate supervisor, prior to such time the leave is to be taken. Leave of absence without pay may be approved providing operational requirements permit and the availability of suitable replacement personnel permit.
- 33.02 A request for leave of absence without pay must, where possible, be submitted in writing at least two (2) weeks in advance of the commencement of the leave.
- The leave will not normally exceed twelve (12) months in duration, unless mutually agreed to by both Parties.
- 33.03 An Employee who has been granted leave of absence of any kind and who overstays such leave without written permission from the Employer, shall be deemed to have terminated her employment.
- 33.04 In the case of leave of absence in excess on one (1) month, Employees shall cease to earn sick leave and vacation pay.

ARTICLE 34

Safety and Health

- 34.01 The Chapter shall be entitled to select two (2) Members of the Chapter to serve as Members of the Joint Occupational Health and Safety Committee.
- 34.02 A pregnant Employee who presents signed documentation from a physician duly authorized to practice by the Alberta College of Physicians and Surgeons, that continued employment in her present position may be hazardous to herself or her unborn child, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee shall take Parental Leave as provided by Article 31 if the Employee is eligible for such leave.

- 34.03 Notwithstanding the above, in the event that such parental leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than the leave provided in Article 31, the Employee may request vacation leave and/or leave without pay and such leave will not be unreasonably denied.
- 34.04 The Employer may require that an Employee undergo a medical examination by a physician when it is considered that the Employee is unable to satisfactorily perform her duties due to a disability or illness. Expenses incurred under this Clause shall be paid by the Employer and a copy of the report of the physician conducting the medical examination which is sent to the Employer shall also be provided to the Employee.
- 34.05 It is agreed that in the interest of efficiency and safety of the operation, the Employer will undertake to replace an absent Employee for the period of absence.
- 34.06 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of Occupational Health, Safety and accident prevention.

#### ARTICLE 35

##### Protective Clothing

- 35.01 Protective clothing, approved safety footwear, and safety equipment for Employees, as required by the Occupational Health and Safety Act and the Act's regulations, shall be provided by the Employer at no cost to the Employee. All such clothing and equipment remains the property of the Employer and is to be used by the Employee only in job related tasks.

#### ARTICLE 36

##### Travel and Expense Claims

- 36.01 Employees who incur authorized expenses in the performance of Employer business shall be reimbursed for those expenses providing they are supported by receipts.
- 36.02 Employees who are required to use their own vehicle for work purposes will be reimbursed as per the Employer's policy.
- 36.03 Reimbursement for damages to Employee vehicles caused by clients is the responsibility of the Employer.
- 36.04 All safety equipment requested be put in the Employee's vehicles by the Employer will be provided by the Employer.
- 36.05 Employees who are working with clients shall be reimbursed for receipted pre-approved expenses.

ARTICLE 37

Rates of Pay

37.01 Employees shall be paid for work performed at the rates of pay specified for the appropriate job class in Schedule "A".

ARTICLE 38

Staff Training

38.01 Staff training required by the Employer for the Employee will be paid by the Employer. Optional training programs may be cost shared.

38.02 For calculating seniority, an Employee who is granted leave of absence for educational purposes will be deemed to remain in the continuous service of the Employer for the first six (6) calendar months of such a period of leave.

ARTICLE 39

Effective Date and Term

39.01 This Collective Agreement, except as otherwise noted, shall take effect from the date of execution and shall remain in effect until June 30, 2011. The Agreement shall remain in effect unless notice of amendment is served by either Party upon the other not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiration of the said Agreement.

39.02 Where notice to commence negotiations is served by either Party under the provisions of the Act, this Agreement shall continue in effect until:

- (a) settlement is agreed upon and a new Agreement is signed, or
- (b) commencement of a permitted strike or lock-out under the provisions of the Act.

39.03 At any time during the life of this Agreement, both Parties, upon mutual agreement, may re-open negotiations on any or all matters which form part of this Agreement.

39.04 Any notice required to be given under terms of this Agreement or the Act shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer, to:

Board of Directors  
Accredited Supportive Living Services Limited  
Box 680  
Grimshaw, AB T0H 1W0

Attention: President

and, in the case of the Union, to:

The Alberta Union of Provincial Employees  
10451 - 170 Street  
Edmonton, AB T5P 4S7

Attention: President

ARTICLE 40

Employee /Management Advisory Committee

40.01 The Union and Management shall form an Employee/Management Advisory Committee (EMAC) that will meet from time to time to discuss matters of mutual concern.

ARTICLE 41

Shift Differential

41.01 Where because of operational requirements, Direct Service Employees at the 49th and 50th Avenue residences are scheduled by the Employer to work shifts, that Employee shall receive one dollar and seventy-five cents (\$1.75) per hour for working a shift where at least one half (1/2) of the hour in such shift falls between 5:00 p.m. and 8:00 a.m.

41.02 At no time shall shift differential be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments or any Employee benefits.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf, the day and year first above written.

ON BEHALF OF:

THE ACCREDITED SUPPORTIVE  
LIVING SERVICES LIMITED

ON BEHALF OF:

THE ALBERTA UNION OF PROVINCIAL  
EMPLOYEES, LOCAL 047 CHAPTER 013

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
AUPE President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE "A"

1. Classifications:

Community Rehab Worker  
Residential Rehab Worker

Start rate	13.00/hr
Completion of probationary period (1040 hours)	13.25/hr
One (1) year's experience and Foundation Training	13.50/hr
Three (3) year's experience and Competency Based Training	14.50/hr
Five year's experience and all required training	15.50/hr

2. Depending on experience and relevant training, an Employee may be paid at a higher rate.

**LETTER OF UNDERSTANDING**  
**REGARDING ARTICLE 22 - OVERTIME**

BETWEEN THE

**ACCREDITED SUPPORTIVE LIVING SERVICES LIMITED**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**LOCAL 047 CHAPTER 013**

1. As a result of limited funding, the Employees will agree to the following provisions affecting overtime:
  - Overtime shall be taken as accumulated time at straight time rates.
  - Overtime must have prior approval by supervisor.
  - Overtime shall be taken at a mutually agreeable time considering client requirements.
  - Time off must be taken within ninety (90) days of accumulating it unless approved by the Chief Executive Officer.
  - Employees may accumulate a maximum of forty (40) hours.
  
2. This letter shall be reviewed as per Schedule "A" of this Collective Agreement.

ACCREDITED SUPPORTIVE LIVING  
SERVICES LIMITED

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
AUPE PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING**

**REGARDING SALARY FREEZE**

BETWEEN THE

**ACCREDITED SUPPORTIVE LIVING SERVICES LIMITED**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**LOCAL 047 CHAPTER 013**

1. The parties agree to a salary freeze for the life of the collective agreement.

ACCREDITED SUPPORTIVE LIVING  
SERVICES LIMITED

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
AUPE PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE