



COLLECTIVE AGREEMENT

BETWEEN

**THE EDMONTON IMMIGRANT SERVICES
ASSOCIATION**

AND

**THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 118/021**

EXPIRES MARCH 31, 2020

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This Agreement made this 20th day of September, 2017.

BETWEEN

The Edmonton Immigrant Services Association

(hereinafter called "the Employer")

of the First Part

AND

The Alberta Union of Provincial Employees, Local 118/021

(hereinafter called "the Union")

of the Second Part

WHEREAS the Union has the sole right to negotiate on behalf of the Employer's said Employees.

AND WHEREAS the Parties are mutually desirous of entering into an Agreement as defined in the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Parties herein mutually covenant and agree with each other as follows:

ARTICLE 1

Interpretation

- 1.01 (a) "Anniversary Date", for the purpose of salary increments and seniority means:
- (i) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) day inclusive of any month, the first (1st) day of that calendar month, or
 - (ii) In the case of an Employee whose employment commenced between the sixteenth (16th) and last day in any month, the first (1st) day of the following calendar month.
- (b) "Employee" means any and all person(s) employed to perform work and functions in accordance with Article 16, covered by this agreement and whose service is designated as:
- (i) "Regular Full-time", is an employee who occupies an established position of thirty-five (35) hours per week and who has successfully completed the specified probationary period.
 - (ii) "Regular Part-time", is an employee who occupies an established position of less than thirty-five (35) hours per week and who has successfully completed the specified probationary period.
 - (iii) "Temporary", is an employee hired for full-time or part-time work for a period of three (3) months or less. If the employment period exceeds three (3) months, the employee shall become a regular employee and deemed to have successfully completed the specified probationary period.
 - (iv) "Term definite", is an employee hired for full-time or part-time work for a period of more than three months and less than one (1) year, including cover offs for approved leaves of absences, Long Term Disabilities, etc. If the employment period exceeds one (1) year, the employee shall become a regular employee and deemed to have successfully completed the specified probationary period.
 - (v) "Casual", is an employee hired on an informal basis for seasonal or non-core work that is not covered by specific job descriptions. Casual employees shall not replace or reduce the hourly schedule of any regular Employee.
- (c) Exclusions

This Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been

determined by the Labour Relations Board to be excluded under the provisions of [Section 12] of the Labour Relations Code.

The following persons shall not be included in the collective agreement:

“Volunteer” mean persons who contribute to EISA by donating specific services without receiving compensation. Volunteers shall not replace or reduce the hours of work, for any Employee.

Any disagreement concerning the interpretation and application of ‘volunteer’ shall be subject to determination by the Labour Relations Board.

- (d) **Gender specific language replaced with gender-neutral language: ex: he/she; his/hers replaced with “the Employee” or “the Employee’s”.**
- (e) Throughout this Agreement, a word used in the masculine gender applies also in the feminine gender and a word used in the singular applies also in the plural, unless the context otherwise requires.
- (f) “Union Representative”, means a representative from the Union authorized by the Union to act on behalf of the Employee.
- (g) “Employer” or “EISA” means Edmonton Immigrant Services Association and is a not-for-profit organization that is registered as a charitable society.
- (h) The “parties” are the Employer and the Union.
- (i) “Chapter” means a unit of employees that are members of the Alberta Union of Provincial Employees.

ARTICLE 1A

APPLICATION OF AGREEMENT

Except as otherwise provided in this Agreement, the application of the terms and conditions of the Agreement is as follows:

- 1A.01 Regular Full-time Employees shall be granted all the terms and conditions of this Agreement.
- 1A.02 Regular Part-time Employees shall be granted, on a pro-rated basis, all the terms and conditions of this Agreement which are applicable.
- 1A.03 Temporary Employees shall be granted all the terms and conditions of this Agreement except that the following Articles shall not apply:
 - (i) Article 5 Seniority

(ii)	Article 6	Probation Period
(iii)	Article 10	Job Performance
(iv)	Article 15	Promotions and Transfers
(v)	Article 19	Health Plan Benefits
(vi)	Article 20	Paid Holidays
(vii)	Article 22.13	Parenting Leave
(viii)	Article 22.15	Educational Leave
(ix)	Article 23	Annual Vacation
(x)	Article 27	Professional Development and Training

1A.04 Term Definite Employees shall be granted all the terms and conditions of this Agreement except that the following Articles shall not apply:

(i)	Article 5	Seniority
(ii)	Article 6	Probation Period
(iii)	Article 7	Layoff and Recall
(iv)	Article 10	Job Performance
(v)	Article 15	Promotions and Transfers
(vi)	Article 19	Long Term Disability (only)
(vii)	Article 20	Paid Holidays
(viii)	Article 22.13	Parenting Leave
(ix)	Article 22.15	Educational Leave
(x)	Article 23	Annual Vacation
(xi)	Article 27	Professional Development and Training

1A.05 Casual Employees shall be granted all the terms and conditions of this Agreement except that the following Articles shall not apply:

(i)	Article 5	Seniority
(ii)	Article 6	Probation Period
(iii)	Article 7	Layoff and Recall
(iv)	Article 10	Job Performance
(v)	Article 15	Promotions and Transfers
(vi)	Article 19	Health Plan Benefits
(vii)	Article 20	Paid Holidays
(viii)	Article 22.13	Parenting Leave
(x)	Article 22.15	Educational Leave
(ix)	Article 23	Annual Vacation
(xi)	Article 27	Professional Development and Training

1A.06 Notwithstanding Sub-Clauses 1A.03, 1A.04 and 1A.05, Employees hired as Temporary Employees, Term Definite Employees or Casual Employee shall in lieu of receiving:

- (a) paid holidays pursuant to Article 20, be allowed in addition to his regular wage earnings pay at five point two percent (5.2%) of his regular wage earnings, and for working on a paid holiday, pay at time and one-half his

regular hourly rate for the first two (2) hours worked up to the equivalent of full normal daily hours and double time thereafter; and

- (b) annual vacation leave pursuant to Article 23, be allowed in addition to his regular wage earnings, pay at six percent (6%) of his regular wage earnings.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Parties to this Collective Agreement recognize and affirm that the Employer reserves and retains all rights and responsibilities not specifically restricted or limited by the terms of this Collective Agreement. Where policies or procedures adopted by the Employer conflict with this Collective Agreement, the provisions of the Collective Agreement shall apply.

ARTICLE 3

UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. It is recognized that this Collective Agreement may be amended or modified only by agreement in writing between the Parties.
- 3.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership, non-membership or legitimate activity in the Union.
- 3.03
 - (a) The Employer will provide specific bulletin board space for use of the Union in the staff room or in any other area which is mutually agreeable, should the staff room become unsuitable. Bulletin board space shall be used for the posting of Union information directed to its members.
 - (b) The Employer shall allow employees the use of the electronic mail system, subject to normal Employer protocols.
 - (c) Local/Chapter Union membership meetings may be held on Employer premises, subject to prior approval of the Employer. Such approval shall not be unreasonably denied.
- 3.04 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

- 3.05 Each Party will designate an officer and all correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from such designated officers and/or a Union Representative.
- 3.06 The Employer recognizes the right of the Union to elect Employees as Union Stewards to act on behalf of Employees in conformance with the provisions of this Agreement.
- 3.07 Employees may be represented by a Union Steward or Union Staff member at any step of the grievance procedure and when viewing their Personal File.
- 3.08 The Employer recognizes the Union Stewards as official representatives of the Union.
- 3.09 A currently maintained list of Union Stewards shall be supplied to the Employer by the Union.
- 3.10 Members who have been appointed as Union Stewards may wear a lapel pin denoting such position.

ARTICLE 4

UNION MEMBERSHIP AND DUES CHECKOFF

- 4.01 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each month 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. Union dues shall be pro-rated for Employees regularly working less than full-time.
- 4.02 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

Particulars, identifying each Employee in a printed form showing:

- (a) the Employee's name;
 - (b) mailing address;
 - (c) classification;
 - (d) site;
 - (e) status;
 - (f) hourly rate of pay;
 - (g) the amount of deduction for each Employee;
 - (h) the Employee's gross pay; and
 - (i) long term absence status (if applicable).
- 4.03 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) days prior to the effective date of the change.

ARTICLE 5

SENIORITY

- 5.01 Seniority shall mean continuous employment from the last day of hire. Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the date of employment.
- 5.02 Seniority shall be considered in determining:
- (a) Preference of Vacation time; in accordance with Article 23;
 - (b) Layoffs and recalls subject to the qualifications specified in Article 7;
 - (c) Promotions and transfers in filling vacancies within the Bargaining Unit subject to the qualifications specified in Article 15.
- 5.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) When employment is terminated and the Employee is not reinstated by arbitration;
 - (b) If an Employee does not return to work on recall as provided in Article 7 and does not provide a reason to the Employer within seven (7) days.
- 5.04 The Employer agrees to provide the Union with an up-to-date seniority list on a quarterly (every three months) basis, upon request of the Union.
- 5.05 Seniority shall be established on the basis of a Regular Employee's service with the Employer commencing with his date of employment. During any period of leave of absence without pay in excess of sixty (60) calendar days, an Employee shall cease to accrue seniority, unless it is for an approved Leave of Absence.
- 5.06 A Regular Employee who resigns from the service of the Employer and is subsequently re-employed shall, if the break is more than thirty (30) days, accumulate seniority only from the date of such re-employment.

ARTICLE 6

PROBATION PERIOD

- 6.01 Each new Employee shall serve a probationary period of three (3) months from date of hire. Where a probationary Employee is unsatisfactory in the opinion of the Employer, such an Employee may be dismissed without notice and with

recourse to the grievance procedure at Step I, except that it shall not be a subject of Arbitration at Level III.

- 6.02 The period of probation may be extended by written agreement between the Union and the Employer for a maximum of three (3) months. The Employee shall receive all the benefits of this Collective Agreement after the initial three (3) months of employment.

ARTICLE 7

LAYOFF AND RECALL

- 7.01 Should the Employer deem it necessary to reduce the working force, the Employer shall notify Employees who are to be laid off in the following manner:
- (a) if the layoff is expected to last four (4) weeks or less, the Employee shall receive fourteen (14) calendar days notice;
 - (b) if the layoff is expected to last more than four (4) weeks, the Employee shall receive twenty-eight (28) calendar days notice.
- 7.02 For purposes of this Article, the following definitions shall apply:
- (a) "layoff" – a temporary separation from employment with anticipated future recall;
 - (b) "similar Employees" – two (2) or more Employees having a common status performing the same or similar functions within a classification.
- 7.03 If an Employee is laid off pursuant to Clause 7.01 (a) and the Employee is not recalled within four (4) weeks, he shall receive pay equal to the additional fourteen (14) calendar days notice.
- 7.04 When similar Employees are to be laid off, the Employer shall lay off such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 7.05 An Employee who is laid off may elect to maintain coverage under contributory plans specified in Article 19 for the period of layoff provided that such coverage is available and provided that the Employee makes prior arrangements with the Employer to pay the full premium costs.
- 7.06 When increasing the work force, recalls shall be carried out in order of seniority by Salary Group except that Employees required to utilize special skills, training, or knowledge, shall be considered separately. The method of recall shall be by telephone and, if contact with the Employee is not accomplished, a registered letter shall be sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible, but not later than

seven (7) calendar days following the date of the telephone contact, or the date of delivery of the letter.

- 7.07 No new Employees will be hired where there are other Employees on layoff and waiting recall, who are within the same Salary Group and who have the ability to perform the work required.
- 7.08 Other than for the pre-payment of certain contributory benefit premiums and the continuation of the seniority held at the time of layoff, the Employee's rights while on layoff shall be limited to the right of recall.
- 7.09 A regular Employee shall be considered terminated when he does not return from layoff as required, except that the Employer may extend this period by written notice to the Employee when the Employee requests.
- 7.10 If an Employee resigns after a minimum of three (3) months layoff, he shall be eligible for one (1) week's pay, plus benefits as per Article 7.07.
- 7.11 Where operational requirements permit, an Employee will be allowed time off with pay during the notice of layoff period to explore other job opportunities.

ARTICLE 8

EMPLOYER - UNION RELATIONS

- 8.01 **The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall to do so in good faith and in a fair and reasonable manner.**
- 8.02 The Employer will grant Union Staff Officers access to its premises when negotiating or meeting with representatives of the Employer, or when investigating an Employee's complaint or grievance at a mutually agreed upon time, or when requested. Access will not be unreasonably denied.
- 8.03 On a quarterly basis, the Employer will provide the Union with the names of contact people with whom it may arrange Employee appointments for the purpose of investigating grievances, and the Union shall provide a current list of Union Staff Officers and Union Stewards.
- 8.04 **Employee Management Advisory Committee (EMAC)**
 - (a) **The Union and Management recognize that effective labour relations depend on co-operation and good communications between the parties. They will meet on a quarterly or as required basis if initiated by either party, subject to an agenda to resolve issues of common concern.**
 - (b) It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view

to resolving difficulties and promoting harmonious relations between the Employer and its Employees.

- (c) **The EMAC will also act as the Joint Worksite Health and Safety Committee referred to in Article 9 and consider measures necessary to ensure the safety of each Employee at the work site and may make written recommendations to the Employer in that regard. The Employer shall reply in writing to the EMAC within thirty (30) calendar days of receipt of the recommendations.**
- (d) **EMAC, as a consultative committee will operate in an open forum in which the free exchange of ideas will encourage understanding and lead to the resolution of issues.**
- (e) **Either the Employer or the Union may have experts or advisers present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem but such persons shall not have the right to vote. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisers.**
- (f) **The Employer and the Union agree that their senior representatives will meet to discuss matters of mutual interest, together with a secretary appointed by the Employer. Accordingly, the EMAC shall have no authority to change, delete, or modify any terms of the Collective Agreement nor to settle grievances. It is the intention of the parties that the EMAC will work towards improving the relations between them and the Employees they represent. Minutes shall be recorded and copy sent to each of the members within ten (10) working days of the meeting.**
- (g) **The Employer and the Union agree that the Employee Management Advisory Committee will consist of not more than four (4) persons, half of whom shall represent the Employer and half of whom shall be Employees representing the Union.**
- (h) **The representatives of the Employer on EMAC shall be those persons or alternates designated by the Employer from time to time.**
- (i) **The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Union from time to time.**
- (j) **The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.**
- (k) **The senior representative of the Employer and the senior representative of the Union shall alternate as Chairperson on EMAC.**

- (l) **Either Co-Chairperson may call a special meeting to deal with urgent matters.**

ARTICLE 9

EMPLOYEE HEALTH AND SAFETY

- 9.01
- (a) The Parties to this Agreement recognize the need for and desirability of a safe working environment.
 - (b) The Parties agree to establish a Joint Worksite Health and Safety Committee, referred to in 8.04(c) which shall meet at least twice per year to consider issues relating to the health and safety of Employees.
 - (c) The Employer agrees to provide safety equipment where required and install safety devices where necessary.

9.02 **Health**

- (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in 9.02(a), shall be referred to the appropriate counseling unit.
- (c) If an Employee is referred to, or chooses to attend a counseling agency, all records shall be confidential and no reference shall be placed on the personal file.

9.03 **Discrimination and Harassment**

- (a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or between Employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offence, marital status, family status, physical or mental disability, sexual orientation, sex, same-sex partnership status, gender identity, gender expression, religion or Union affiliation.
- (b) Personal harassment is unsolicited behaviour, which is directed at or is offensive to another individual. It includes demands, threats, gestures, innuendo, remarks, slurs and taunting, which could be based on any proscribed condition as set out [above].
- (c) Sexual harassment is a type of personal harassment which has a sexual purpose or is of a sexual nature including sexual assault, verbal threats or abuse, unwanted touching or patting, leering, advances, repeated

sexual flirtation, propositions, sexual suggestive gestures, verbal threats or abuse, sexist jokes causing embarrassment, displaying sexually offensive material, derogatory or degrading remarks directed towards members of one sex or one sexual preference group, and inquiries about a person's sex life.

(d) Workplace harassment is prohibited in any form. All members should be conscious of any behaviour such as that described in 9.03 (a), (b), and(c), or which degrades another person. Workplace harassment can also be in the form of exclusion, posters, cartoons, or email forums.

(e) Joint Anti-Harassment Policy and Procedures see Appendix B.

9.04 Right to Refuse Dangerous Work

No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe that the act or series of acts is unusually dangerous to the worker's health or safety or the health or safety of any other person at the place of employment. Unusually dangerous is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.

9.05 The Employer agrees that they will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged abuse or assault on an Employee.

ARTICLE 10

JOB PERFORMANCE

10.01 Job Performance

(a) The Employer may meet with the Employee to discuss job performance with the goal of resolving a demonstrable performance deficiency.

(b) Performance deficiencies are "non-culpable" and not subject to progressive discipline.

(c) If the performance deficiency requires more than an informal coaching meeting, the Employer will notify the Employee in advance and advised of their right to a steward.

(d) The Employer will clearly identify the performance deficiency and clearly communicate the required standard. The Employer will also provide reasonable supervision and instruction affording the Employee to meet the required standard.

10.02 Performance Appraisals

- (a) Performance appraisals will normally be completed no more than once per employment year on Employees, and shall be completed by the Employee's immediate supervisor.
- (b) There shall be two (2) copies of the evaluation, one (1) to the Employee and one (1) to the Employee's personal file.
- (c) Except by agreement of the Parties, and except with respect to a Probationary Employee, an Employee's performance appraisal shall not be introduced into an arbitration proceeding by any person.

ARTICLE 11

DISCIPLINE

11.01 Progressive Discipline

The parties agree that culpable misconduct shall be subject to constructive and corrective action in the form of progressive discipline. Progressive discipline is corrective in nature and seeks compliance using a disciplinary sanction proportionate to the misconduct. Progressive discipline only applies to instances of culpable misconduct.

11.02 Culpable misconduct is behaviour that has the following characteristics:

- (a) The Employee knows, or could reasonably be expected to know, what is required.
- (b) The Employee is capable of carrying out what is required.
- (c) The Employee chooses to perform in a manner other than as required.

11.03 In extenuating circumstances, the Employer may forego any step in the progressive discipline procedure.

11.04 The Employer will investigate allegations of culpable misconduct in a timely fashion.

11.05 The steps in the progressive discipline procedure include some, multiple, or all of the following:

- (a) Informal verbal counselling.
- (b) Written warning.
- (c) Suspension.
- (d) Dismissal.

11.06 Discipline For Just Cause Only

No disciplinary measure shall be imposed on any Employee without just cause. **With the exception of informal verbal counseling, notice of discipline shall be in writing and shall indicate the incident or incidents giving rise to the discipline. Such notice shall be issued within fourteen (14) calendar days of the Employer becoming aware of the incident, giving rise to the discipline.**

11.07 Union Representation

The Employer agrees to notify the Employee of any interview or meeting that is of a disciplinary nature or may lead to disciplinary action and to indicate:

- (a) the Employee's right to be accompanied by a Union Representative; and
- (b) that the meeting is to be disciplinary in nature.

11.08 Employee Files

- (a) Access to, and a copy of, an Employee's personal file shall be provided to the Employee or his authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance. The Employee may request a representative of the Union to be present at the time of such examination.
- (b) An employee may make written request to the Executive Director to have disciplinary documents removed from the Employee's after one (1) year. The onus will be on the Employee to provide adequate reasons to have the document(s) removed.
- (c) Disciplinary documents shall be removed from an employee's file after two (2) years unless there are disciplinary documents of equal or greater severity placed on the Employee's file within the two (2) year period.
- (d) When an Employee has grieved a disciplinary action and a designated officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to arbitration, the award of the Arbitration Board shall be final and binding upon the Employer and the Employee, and the personal file of the Employee shall be amended to reflect that award.

ARTICLE 12

GRIEVANCE PROCEDURE

12.01 Informal Resolution

Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions at the local level.

12.02 Grievances

- (a) Grievance means the difference between the Parties to, or the persons bound by this Collective Agreement, as to the interpretation, application, operation, contravention or alleged contravention of this Agreement and shall be dealt with progressively.
- (b) Grievances relating to the alleged failure to apply a specific benefit e.g. vacation leave, sick leave, wage increments etc. will apply to all affected employees.
- (c) When a grievance or response is processed by registered mail, the grievance or response shall be deemed to have been submitted on the day on which it was registered.
- (d) When a grievance or reply is delivered by hand it will be dated the date it was delivered.
- (e) The parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the grievance.

12.03 Individual Grievance

An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as in Clause 12.08.

12.04 Group Grievance

A group grievance is a dispute affecting two (2) or more employees. Such grievance shall be initiated at Step 2 of the grievance procedure as in 12.09. A group grievance shall list all affected employees as early in the grievance process as possible and the results of the grievance shall apply to all affected.

12.05 Policy Grievance

- (a) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

- (b) Policy Grievances will be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

12.06 Initiating a Grievance

A grievance shall be effective upon receipt by the Employer's designate. A grievance must be initiated within thirty (30) calendar days from the date on which the Employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the agreement where the Employer has allegedly failed to apply a specific benefit e.g.: vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be three (3) months after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustments shall be the date on which the infraction first occurred.

12.07 Timelines

- (a) The time limits set out in grievance procedures may be extended by mutual agreement between the parties.
- (b) It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.
- (c) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

12.08 FIRST STEP:

The aggrieved Employee shall present his grievance in writing to the Executive Director within fourteen (14) calendar days of the date the Employee became aware of or reasonably ought to have become aware of the incident, giving rise to the grievance. The Executive Director shall provide his response, in writing, within fourteen (14) calendar days of receipt of the grievance. Where mutually agreed, the aggrieved Employee may meet with the Executive Director to discuss his grievance. At such meeting, the Employee may be accompanied by a representative of the Union.

12.09 SECOND STEP:

In the event that the grievance is not resolved at the First Step, then within fourteen (14) calendar days of the date of the answer of the Executive Director, the aggrieved Employee may advance his grievance to the Chairperson of the Board of the Employer, or his designate.

The Chairperson of the Board, or his designate, shall provide his response, in writing, within fourteen (14) calendar days of receipt of the grievance. Where mutually agreed, the aggrieved Employee may meet with the Chairperson of the Board, or his designate, to discuss his grievance. At such meeting, the Employee may be accompanied by a representative of the Union.

12.10

THIRD STEP:

- (a) In the event that the grievance is not resolved at the Second Step, within fourteen (14) calendar days of the date of the answer of the Chairperson of the Board, or his designate, the grievance may be referred by the Union to Arbitration. The Arbitration Board shall consist of one (1) member appointed by the Union and one (1) member appointed by the Employer and a third member appointed by the Nominee of the Employer and the nominee of the Union, which person shall act as Chairperson. In the event the nominees cannot agree, the Chairperson shall be appointed by the Alberta Minister of Labour. The Board shall be constituted within fourteen (14) calendar days after the matter has been referred to Arbitration.
- (b) The Arbitration Board may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend, or fails to obtain an adjournment.
- (c) The Arbitration Board shall inquire into the grievance and issue an award in writing and the award shall be final and binding upon the Parties and every Employee affected by it.
- (d) Each Party shall be responsible for its own costs of arbitration and for one half (1/2) the cost of the Chairperson.
- (e) The Arbitration Board shall not alter, amend, or change the terms or conditions of this Collective Agreement.
- (f) If the Arbitration Board by its award determines that an Employee has been discharged or otherwise disciplined by the Employer for cause, the Arbitration Board may substitute any penalty for the discharge or discipline that it deems just and reasonable in all circumstances.

ARTICLE 13

ACTING INCUMBENT

13.01

To be eligible for acting incumbency, an Employee shall, upon written request, be required to perform the principal duties of the higher level position for a minimum period of one (1) work day, during which time he may also be required to perform some of the duties of his regular position. On completion of the one (1) day qualifying period in an acting incumbency position, an Employee

shall be eligible for acting incumbency pay for the total period of acting incumbency, including the one (1) day qualifying period.

- 13.02 Where an Employee qualified for acting incumbency pay, he shall receive a premium equivalent to ten (10%) percent of his regular salary, or the pay of the position in which he is acting, whichever is higher.

ARTICLE 14

RESPONSIBILITY PAY

- 14.01 Where an employee is required by the Executive Director, to perform higher level duties, **beyond their current duties as defined in their job description**, in addition to some of his/her own regular duties and responsibilities, for a cumulative qualifying period of fifteen (15) days per fiscal year, he will receive a premium of at least thirteen percent (13%) of his regular pay for the period of temporary responsibility including the qualifying period.

After a period of six (6) months, a new job description and a job reclassification shall be completed.

ARTICLE 15

PROMOTIONS AND TRANSFERS

- 15.01 The Employer shall post internally, notice of all vacancies or new positions required to be filled for not less than ten (10) working days before the notice of vacancy or new position is posted externally.
- 15.02 Subject to Clause 15.05, where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.
- 15.03 All applications for transfer or promotion shall be made in writing to such officer as the Employer has designated on the posting.
- 15.04 When making promotions, transfers and filling vacancies or new positions, the primary considerations shall be skill, training, knowledge and seniority of the Employee.
- 15.05 An Employee who applies for a promotion, transfer, vacancy or new position and who possesses the necessary qualifications and seniority, shall be appointed to the position. In the event that more than one Employee should apply, and they all possess the necessary qualifications as posted, seniority shall govern in the appointment to the position.
- 15.06 Applicants for posted transfers or promotions, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the decision.

- 15.07 In the event the successful applicant is a current Employee, who proves unsatisfactory in the position, or if the current Employee finds he is unable to perform the duties of the new position during the two (2) month trial period, he shall be returned to his former position, or equivalent position, at the rate of pay he enjoyed before moving to the new position.
- 15.08 Where an Employee is moved to a higher pay position, he shall have his salary adjusted accordingly to the start rate at the higher classification except where the start rate of the higher classification is lower than the Employee's existing rate, in which event the Employee's salary shall be advanced to the next higher level from the existing salary.
- 15.09 (a) Where an Employee is moved to a lower paid position, except as a result of an application for transfer to a lower paid position, his rate of pay at the time of transfer shall be maintained and frozen until it is equal to or lower than the rate of pay applicable to the new position.
- (b) Where an Employee is moved to a lower paid position as a result of an application for transfer to a lower paid position, his salary shall be adjusted immediately to the applicable step on the lower pay scale.

ARTICLE 16

CLASSIFICATIONS

- 16.01 The Employer agrees to maintain a Classification Plan and to provide a complete copy of the Classification Plan to the Union along with any subsequent amendments.
- 16.02 Employees presently on staff will be provided with a copy of their own job descriptions and classification allocation. New Employees will be provided with this information on or before their first day of work.
- 16.03 The Employer may alter and/or establish classifications and set salary scales related thereto during the term of this Agreement provided, however, in such an event the Employer shall notify the Union of such alterations and/or new classifications and the proposed compensation related thereto.
- 16.04 If the proposed compensation is not resolved by the consultation with the Employer, the Union may, within fifteen (15) work days of the date the Union received the notice referred to above, submit the proposed compensation to Arbitration for settlement in accordance with Article 12 - Grievance Procedure. If such fifteen (15) day period elapses without agreement between the Employer and the Union and without a grievance being filed, the compensation proposed by the Employer shall apply.
- 16.05 The time limits specified in Clause 16.04 may be extended by mutual agreement between the Parties provided such agreement is in writing. A request for extension shall not be unreasonably denied.

- 16.06 When the Employer establishes new or altered class levels and provides written notice to the Union after notice has been given by either Party to commence Collective Bargaining under Section 59 of the Labour Relations Code, the provisions of Clauses 16.03 and 16.04 shall not apply. The rates of pay and other issues shall be subject to collective bargaining under the code.
- 16.07 When an Employee considers that the duties or responsibilities of his position have been materially changed since the last review and the appropriate supervisor has not requested any review, the Employee may make a request in writing to his immediate supervisor for reclassification.
- Such request shall be forwarded to the Executive Director for a final decision within twenty-one (21) days of the submission to the immediate supervisor. An Employee not satisfied with the resulting decision in regard to classification made by the Executive Director may appeal the decision.
- 16.08 An Employee wishing to appeal the Executive Director's decision pursuant to Clause 16.07 shall submit the Classification Appeal to Arbitration in accordance with Article 12 - Grievance Procedure.
- 16.09 The Arbitration Board shall conduct a hearing and may call upon records and interview such persons concerned as it sees fit and render a decision, within fourteen (14) days of the appointment of the last member to the Arbitration Board. The decision of the Arbitration Board shall be final and binding. The Employee may be represented by a Union Representative or a Union Steward at the Board hearing. The Employee may initiate another request for reclassification after six (6) months has lapsed from the decision of the Arbitration Board.
- 16.10 The persons concerned shall be advised within seven (7) days of the decision of the Arbitration Board.
- 16.11 Notwithstanding any of the foregoing, the Arbitration Board may not create, or alter classes or class specifications.
- 16.12 If the recipient of the reclassification fails to respond within the time limits prescribed under Clause 16.07 the appeal may advance to Arbitration.
- 16.13 The time limits prescribed in Clause 16.07, 16.08 and 16.09 may be extended by mutual agreement between the Parties provided such agreement is in writing.
- 16.14 An Employee whose position is reclassified to one with a higher rate of pay, shall be advanced at least one (1) increment higher than his previous salary.
- 16.15 An Employee whose position is reclassified to one with a lower rate of pay, through no cause of his own, shall not have his rate of pay altered from the current rate he was earning on the date his position was reclassified until such time as the regular rate of pay in the lower classification exceeds the regular rate of pay in effect on the date of reclassification.

ARTICLE 17

HOURS OF WORK

- 17.01 The normal hours of work for Full-time Employees shall be seven (7) hours per day, thirty-five (35) hours per week.
- 17.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 17.03 A meal period of not less than one-half (1/2) hour and not more than one (1) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.
- 17.04 Normal hours of work, except for Employees hired for or assigned to night assignments, shall occur between zero eight hundred hours (0800h) and twenty-two hundred hours (2200h).
- 17.05
- (a) Employees shall not be given less than twenty-eight (28) calendar days notice of their schedule of days and hours of work. This schedule shall not be changed except by mutual agreement or by fourteen (14) days notice, in writing, to the Employee affected.
 - (b) The Employer and the Union jointly recognize the necessity of evening work to meet the program requirements of the Employer, and the desirability of minimizing evening assignments to meet the needs of Employees. The Employer agrees to assign evening work on a fair basis, taking into account program needs and other Employee assignments. Where the Employer foresees the need to increase the volume of evening assignments on a permanent basis, it shall, prior to making such increase, call a meeting of the Employee Management Advisory Committee for the purpose of advising the Union of the proposed changes. Such meeting shall normally be called three (3) months prior to the increase. The notice may be less than three (3) months depending on the Employer's ability to foresee the need for change.
- 17.06 **Working outside of normal hours of work**
- (a) When the need arises to conduct activities outside of normal hours of work (e.g. information sessions, open houses, etc.), the Employee will notify their supervisor one (1) week in advance.
 - (b) The time worked outside of normal hours of work will be taken off within one (1) week on a mutually agreed to date and time.

- (c) Work conducted for activities scheduled outside of normal hours of work will not be subject to overtime rates. This includes time worked after hours on weekdays, or on weekends.
- (d) Should the Employer request for an employee to work for activities outside of normal hours of work not otherwise scheduled by the Employee, (example, covering off for another worker scheduled to work outside of normal hours of work) overtime rates as per Article 18 shall apply.

ARTICLE 18

OVERTIME

- 18.01 All overtime must be authorized by the Employee's supervisor.
- 18.02 Overtime is earned when an Employee works beyond seven (7) hours in a day or thirty-five (35) hours per workweek, other than those hours worked under Article 17.06.
- 18.03 Overtime shall be compensated at time and one half (1.5X) in time off in lieu for the first two (2) hours and double thereafter, to be taken at a time selected by the Employee, subject to the approval of the Employer. Such approval shall not be unreasonably denied.
- 18.04 Overtime not taken as time off with pay within four (4) weeks of the date that the overtime was worked may, within the succeeding two (2) months, be scheduled as time off with pay by mutual agreement.
- 18.05 Overtime not taken as time off under the provisions of Clause 18.03 or Clause 18.04 shall be paid out unless the Employer and the Employee mutually agree to a future scheduling of time off in lieu.

ARTICLE 19

HEALTH PLAN BENEFITS

- 19.01 (a) The Employer shall pay the costs of the health benefits listed below. The coverage provided shall not be less than that provided as of April 1st, 2005.
 - Life Insurance
 - Accidental Death and Dismemberment Insurance
 - Long Term Disability Insurance
 - Health Care Insurance
 - Vision Care Insurance
 - Dental Care Insurance
 - Alberta Health Care Insurance

- (b) Effective the date following ratification, the Employer shall pay the costs of the health benefits below. The coverage provided shall not be less than that provided as of April 1st, 2005.

Health Care Insurance
Vision Care Insurance
Dental Care Insurance
Alberta Health Care Insurance

Effective the date following ratification, Employees shall pay the costs of the health benefits below. The coverage provided shall not be less than that provided as of April 1st, 2005.

Life Insurance
Accidental Death and Dismemberment Insurance
Long Term Disability Insurance

- 19.02 Regular Full-time Employees who have completed their probationary period shall be eligible to participate in the above-mentioned benefit plans.
- 19.03 Regular Part-time Employees who qualify for Health Plan Benefits and have completed their probationary period shall be eligible to participate on a pro-rata basis in the above-mentioned benefit plans.
- 19.04 For purposes of the Health Plan benefits, "spouse" means the Member's spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with, and has been living with, the Member in a conjugal relationship.
- 19.05 Employees not participating in the Health Plan Benefits pursuant to Article 1A shall have the option of participating in any of the plans listed in 19.01 provided the Employee pays the full premium costs.
- 19.06
- (a) A Flexible Health Benefit Spending Account shall be implemented for all employees eligible for benefits in accordance with Article 19.02.
 - (b) A sum of five hundred dollars (\$500.00) per each Regular Full-Time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible employee effective April 1 of each fiscal year.
 - (c) This Flexible Health Benefit Spending Account shall be provided to Regular Part-Time Employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as of March 1st of each calendar year.
 - (d) Any unused allocation in an employee's Flexible Health Benefit Spending Account as of March 31st of each fiscal year may be carried forward for a maximum of one (1) fiscal year.

- (e) The Flexible Health Benefit Spending Account may be utilized by Employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 19.01.
- (f) Effective April 1, 2013, the Flexible Health Benefit Spending Account will be replaced by a Flexible Spending Account (FSA), as follows:

Five hundred dollars (\$500.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of April 1st (eligibility date) of each year.

Utilization

The FSA may be used for the following purposes:

- (i) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefits plans in the Collective Agreement.
 - (ii) Contribution to a Registered Retirement Savings Plan administered by the Employer. Employees must inform the Benefit Administrator by December 31 of the applicable year to access the RRSP option.
 - (iii) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (g) Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
 - (h) The Flexible Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.

ARTICLE 20

PAID HOLIDAYS

- 20.01 Employees are entitled to one (1) day's paid leave for each of the following holidays:

- | | | |
|-----|--|---|
| (a) | New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day | Civic Holiday (1 day)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day |
|-----|--|---|
- (b) **Effective January 1, 2018, the Employee(s) shall be granted three (3) additional vacation days used as follows for the Christmas Closure of EISA as follows:**
- (i) When Christmas Day falls on a Sunday, the Christmas closure will occur on December 28, 29, and 30;
 - (ii) When Christmas Day falls on a Monday, the Christmas closure will occur on December 27, 28, and 29;
 - (iii) When Christmas Day falls on a Tuesday, the Christmas closure will occur on December 27, 28 and 31;
 - (iv) When Christmas Day falls on a Wednesday, the Christmas closure will occur on December 27, 30 and 31;
 - (v) When Christmas Day falls on a Thursday, the Christmas closure will occur on December 29, 30 and 31;
 - (vi) When Christmas Day falls on a Friday, the Christmas closure will occur on December 29, 30 and 31;
 - (vii) When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30 and 31;

- 20.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 20.01, the first Monday in August shall be observed as such holiday.
- 20.03 Work performed by an Employee and authorized by the Employer on a named holiday, shall be regarded as overtime and compensated accordingly.
- 20.04 Should a Paid Holiday fall during an Employee's vacation period, he shall be allowed an extra day for such Paid Holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, the extra day with pay shall be scheduled by mutual agreement.
- 20.05 When a Paid Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off. When such alternate day off cannot be arranged within thirty (30) days of the Holiday, the Employee shall receive one (1) regular day's pay in lieu of the Holiday.

ARTICLE 21

TRANSPORTATION ALLOWANCE

- 21.01 Where an Employee is required to use his own vehicle to perform the work of the Employer and carry out the Employer's business, he shall receive the rate of fifty-two cents (\$0.52) per kilometer for all kilometers traveled. The rate per kilometer shall be adjusted in accordance with Federal Government rates.
- 21.02 The Employer shall pay all parking fees, excluding any penalties or fines, incurred by Employees whilst carrying out the Employer's business when receipted or approved.
- 21.03 Where the use of the Employee's vehicle on Employer business requires the Employee to obtain Business Insurance, the Employer shall reimburse the Employee for up to three hundred dollars (\$300.00) for each calendar year for such insurance upon production of a receipt.

ARTICLE 22

LEAVES OF ABSENCE

A. PAID LEAVES OF ABSENCE

22.01 JURY OR WITNESS DUTY

- (a) Any Employee required by law for jury or court witness duty shall be allowed time-off without loss of regular earnings during such absence but any fee receivable as such juror or witness shall be paid to the Employer.

22.02 BEREAVEMENT LEAVE

- (a) Employees who have completed their probation shall be entitled to the following bereavement leave:
- (i) In the event of a death of an employee's spouse or child, employees shall receive paid bereavement leave to a maximum of five (5) consecutive working days following the death.
 - (ii) In the event of a death of an employee or spouse's immediate relative (father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepmother, stepfather, stepbrother, stepsister), employees shall receive paid bereavement leave to a maximum of three (3) consecutive working days one of which must be the day of the funeral.
- (b) Employees may request an additional two (2) days to be drawn from their personal leave to allow for travel time.

- (c) Bereavement leave may be granted more than once per calendar year, with the approval of the Employer.

22.03

PERSONAL LEAVE

- (a) Personal leave is designed to assist an employee in coping with personal matters or unforeseen emergencies that affect the Employee or employee's immediate family. Employees receive ten (10) personal leave days per fiscal year (April 1 – March 31).
- (b) Requests for personal leave will be made one week in advance except in exceptional circumstances.
- (c) Personal Leave days will not be carried over from year to year.
- (d) Such leave will not be unreasonably withheld. When denied, the reason for withholding shall be given to the Employee if requested in writing.
- (e) Examples include:

Citizenship, adoption/birth of a child, care of family members (residing in employee's household), parent-teacher interviews, school trips or concerts, marriage, divorce, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, travel for bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.
- (f) The corresponding maximum length for each are as follows:
 - (i) Bereavement – four (4) days.
 - (ii) Travel time for bereavement – three (3) days,
 - (iii) Be present at birth or adoption proceedings of an employee's child – one (1) day.
 - (iv) Attend funeral as a pall-bearer or mourner, one (1) day per incident.
 - (v) Attend formal hearing to become a Canadian Citizen – one (1) day.
 - (vi) Other personal matters or unforeseen emergencies – three (3) days.

22.04 COMPASSIONATE LEAVE

Leave of absence on compassionate grounds, up to six (6) days, other than leave granted in Clause 22.03, may be granted with pay at the discretion of the Employer.

22.05 SICK LEAVE

- (a) A Full-time Employee shall earn sick leave at the rate of two (2) days per month of employment. The unused portion of the annual general illness may be accumulated to a maximum of one hundred and twenty (120) working days.
- (b) When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.
- (c) Normal salary and benefits shall be paid to an Employee who is absent due to illness or illness for the Employee's child(ren), except where the Employees is qualified to receive Workers' Compensation payment, to the extent of the Employee's sick leave credits.
- (d) A Part-time Employee shall accumulate sick leave credits on a pro-rated basis.
- (e) An Employee shall provide medical proof of illness for any absence on sick leave of more than three (3) consecutive working days, when requested by the Employer. The Employer may waive this requirement in the event of a Pandemic or due to a Public Health concern.

22.06 UNION LEAVE

Subject to Clause 22.08, time-off, without loss of regular earnings, will be provided for the following:

- (a) A Union Steward and Grievor for time spent in meeting with the Employer to discuss a grievance; and a Union Steward for time spent in meeting with the Employer in a disciplinary interview.
- (b) Authorized Union representatives, not to exceed two (2) in number, for time spent meeting with representatives of the Employer at formal Employee Management Committees where matters of mutual concern are discussed.
- (c) For time spent meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint

Work Site Health and Safety Committee as provided by the *Occupational Health and Safety Act*.

22.07 Subject to Clause 22.08, time-off without pay, will be provided for the following:

- (a) Members of the Chapter Executive, to administer the Chapter,
- (b) Members of the Chapter to attend meetings as required for the preparation for and during the negotiations of a new Collective Agreement,
- (c) Members elected as delegates to attend the Annual Convention of the Alberta Union of Provincial Employees,
- (d) Members designated as delegates representing the Union at Conventions of other affiliated organizations,
- (e) Members elected as representatives of the Union to attend Seminars and Local meetings,
- (f) Members of the Provincial Executive of the Union, to attend general meetings which are normally held once every two (2) months on a Saturday,
- (g) Members of the following Provincial Executive Standing Committees of the Union to attend regular committee meetings normally held every two (2) months on a week day:
 - (i) Union Bargaining Committee
 - (ii) Finance Committee
 - (iii) Legislative Committee
 - (iv) Membership Services Committee
 - (v) Occupational Health and Safety Committee
 - (vi) Committee on Political Action
 - (vii) Anti Privatization Committee
 - (viii) Women's Committee
 - (ix) Pension Committee
 - (x) Ad Hoc Pay Equity Committee
 - (xi) Youth Committee
- (h) Members of the Union Executive Committee,
- (i) Members of the Local's Negotiating Committee for time spent meeting with representatives of the Employer during these negotiations,

- (j) Authorized members of the Local to attend meetings of the Employee Benefits Committee.

22.08 In all of the foregoing provisions, time-off shall be granted providing operational requirements permit. The Union shall provide the Employer with a copy of the request for time-off. Employees shall provide a minimum of five (5) work days' notice when requesting time-off under Clause 22.07; however, consideration shall still be given in cases where the five (5) days notice is not provided. Where such time-off is granted for an indeterminate period, the Employee shall communicate with the Employer on a daily basis in respect to the date of return.

22.09 To facilitate the administration of Clause 22.07 of this Article, the Employer will grant the leave of absence with pay and invoice the Union of the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater. The Employer shall bill the Union within six (6) months of the date of the leave and the Union shall pay such invoice within a reasonable time period.

B. UNPAID LEAVES OF ABSENCE

22.10 Staff members on **unpaid leaves of absence** may continue their participation in benefits plans, subject to specific plan requirements, and shall prepay the full amount of any premiums required.

22.11 Leave without Pay

Where operational requirements permit and with the approval of the Employer, leave without pay shall be granted to an Employee. Leave without pay shall not be unreasonably denied. Request for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.

22.12 COMPASSIONATE CARE LEAVE

(a) The Employer recognizes the potential need for employees to care for a gravely ill or dying family member. An employee may request compassionate care leave under the Employment Insurance (EI) benefits program to care for a critically ill spouse, child, parent, father-in-law or mother-in-law including any common law partner of these above family members.

(b) A staff member who proceeds on leave without pay in accordance with this article shall upon completion of the leave without pay, be returned to his former position or be appointed to a comparable position without any loss.

22.13

PARENTING LEAVE

- (a) An Employee may be granted parenting leave, without pay, of up to twelve (12) months associate with the birth or adoption of the Employee's child.
- (b) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer will reinstate him in the same position and at the same salary level, without loss of previously accrued seniority, sick leave, and vacation entitlements held by him immediately prior to taking leave or provide him with alternate work of a comparable nature and salary.
- (c) Parenting leave shall not be unreasonably denied.

22.14

MATERNITY LEAVE

- (a) A Regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that the Employee commences maternity leave not later than the date of delivery.
- (b) Maternity Leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, or LTD. Maternity leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employer and Employee.
- (c) A Regular Employee on leave shall provide the Employer with two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the Regular Employee in the same classification held by the Employee immediately prior to taking maternity leave and at the same basic rate of pay.

22.15

EDUCATIONAL LEAVE

- (a) Any Regular Employee is eligible to apply, to the Employer, for educational leave without pay.
- (b) If education leave is granted, the Employee's seniority will not be affected.
- (c) Time off for education leave shall be granted providing operational requirements permit.

ARTICLE 23

ANNUAL VACATION

23.01 For the purpose of this section:

- (a) "Vacation means annual vacation with pay;
- (b) "Vacation Year" means a period from April 1st to March 31st.

23.02 Vacation Entitlement:

- (a) An Employee who has completed less than twelve (12) full calendar months of service from original commencement date shall receive one and one-quarter (1 1/4) work days vacation for each calendar month worked.

Should an Employee take a vacation prior to completion of any vacation year, the vacation days taken shall be subtracted from the total vacation days earned to that date. In no case will an Employee be entitled to vacation days prior to them being earned.

- (b) On completing one (1) full year of service, an Employee shall receive fifteen (15) working days annual vacation with pay each year.
- (c) On completing five (5) full years of service, an Employee shall receive twenty (20) working days annual vacation with pay each year.
- (d) On completing ten (10) full years of service, an Employee shall receive twenty-five (25) working days annual vacation with pay each year.
- (e) On completing fifteen (15) full years of service, an Employee shall receive thirty (30) working days annual vacation with pay each year.

23.03 The vacation period shall be at the Employee's request, and shall be scheduled by mutual agreement.

23.04 Vacation leave may be taken in one (1) continuous period or in separate periods.

23.05 An employee may carry over a maximum five (5) days of vacation entitlement with the Employer's permission. Requests to carry over vacation must be in writing and submitted to the Employer by the thirtieth (30th) of November of the year where the vacation days were earned. Such permission shall not be unreasonably withheld.

ARTICLE 24

EXPENSES

- 24.01 The Employer shall reimburse Employees for reasonable and substantiated expenses incurred in the course of their employment. Where expenses are expected to exceed one hundred dollars (\$100.00), anticipated expenses shall be presented to the Employer for approval in advance.
- 24.02 The Employer shall ensure that Employees are reimbursed for expenses incurred within the course of their employment within ten (10) work days from the date the claim for reimbursement is submitted.

ARTICLE 25

SALARIES

- 25.01 Employees shall be paid for work performed at rates of pay as set out and outlined in the Appendix A - Salary Schedule and effective from the dates outlined below.
- 25.02 The Employer agrees to operate a biweekly payroll system.
- 25.03 Employees classified as ESL Instructors shall have seven (7) hours of preparation time with pay per week added to the current twelve (12) hours of paid classroom time.

ARTICLE 26

NOTICE OF TERMINATION

- 26.01 An Employee is required to provide the Employer with not less than fourteen (14) calendar days prior written notice of resignation if he wishes to resign in good standing.

ARTICLE 27

PROFESSIONAL DEVELOPMENT AND TRAINING

- 27.01 The Employer and the Union are committed to learning and development for Staff. As part of this commitment, the Employer agrees to establish a Human Resources Development Fund (the Fund). As of April 1st of each year, the Fund will be allocated to a minimum of two thousand five hundred dollars (\$2,500.00), to be administered by the Executive Director. The accumulated fund shall not exceed five thousand dollars (\$5,000.00).
- 27.02 The purpose of the Fund is to enable employees to:
- (a) access learning opportunities (conventions, conferences, courses, workshops or seminars) that will improve, enhance or expand the

employee's performance, qualifications, skills or expertise in his current position or develop future job related skills, or

- (b) access non-credit post secondary learning programs and courses that enhance employee qualifications.

27.03 The parties encourage discussion between the employee and his supervisor to identify learning and development plans and potential learning opportunities where the Fund may apply, as part of the ongoing performance management process.

27.04 However, the cost of job-specific training required by the Employer or legislation cannot be charged to the Fund.

27.05 And because the Employer also recognizes the value of staff training and upon request by the Employee, the Employer may authorize an Employee's attendance and may compensate the Employee for all costs including fees, tuition, books, required materials, accommodations and other reasonable expenses.

ARTICLE 28

REGISTERED RETIREMENT SAVINGS PLAN

28.01 The Employer shall contribute to an RRSP account at a financial institution of the Employee's choice for all regular full-time and part-time employees.

28.02 Each year the Employer's contribution shall be an amount equal to four percent (4.0%) of the Employee's gross salary for the previous calendar year.

ARTICLE 29

TERM OF AGREEMENT

29.01 This Agreement, unless altered by mutual consent of both Parties shall be in force and effect from **April 1, 2017**, up to and including **March 31, 2020**, unless notification of desire to amend or terminate is given in writing by either party during the period between 60 and 120 days prior to its expiration date.

29.02 If an Agreement is not reached by **March 31, 2020**, the Employer agrees to extend the term of this Agreement until a new Collective Agreement is in effect or until a strike or lockout commences.

29.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Union to:

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

And in the case of the Employer to:

The Executive Director
Edmonton Immigrant Services Association
Suite 201, 10720 - 113 Street
Edmonton, AB T5H 3H8

APPENDIX A - SALARY SCHEDULE

Effective April 1, 2017

Classification	Step 1	Step 2	Step 3
Administrative Support			
Current Rate	21.85	22.40	22.95
April 1, 2017 3%	22.51	23.07	23.64
April 1, 2018 3%	23.18	23.76	24.35
April 1, 2019 3%	23.88	24.48	25.08
Client Support			
Current Rate	24.72	25.34	25.97
April 1, 2017 3%	25.46	26.10	26.75
April 1, 2018 3%	26.23	26.88	27.55
April 1, 2019 3%	27.01	27.69	28.38
Settlement Practitioner			
Current Rate	27.84	28.63	29.54
April 1, 2017 3%	28.68	29.49	30.43
April 1, 2018 3%	29.54	30.37	31.34
April 1, 2019 3%	30.42	31.28	32.28
Instructors			
Current Rate	31.03	31.97	32.96
April 1, 2017 3%	31.96	32.93	33.95
April 1, 2018 3%	32.92	33.92	34.97
April 1, 2019 3%	33.91	34.93	36.02
Finance Manager			
Current Rate	32.19	33.16	34.15
April 1, 2017 3%	33.16	34.15	35.17
April 1, 2018 3%	34.15	35.18	36.23
April 1, 2019 3%	35.17	36.23	37.32
Supervisor/Team Leader			
Current Rate	34.15	35.18	36.23
April 1, 2017 3%	35.17	36.24	37.32
April 1, 2018 3%	36.23	37.32	38.44
April 1, 2019 3%	37.32	38.44	39.59

April 1, 2017 3% (retroactive) - April 1, 2018 3% - April 1, 2019 3%.

Employees hired on October 1, 2016 will receive their increase on October 1, 2017 with no retroactivity.

APPENDIX B - Joint Anti-harassment Policy and Procedures

Effective June 1, 2017

Joint - Policy Statement

Edmonton Immigrant Services Association (EISA) and the Alberta Union of Provincial Employees (AUPE) are committed to fostering a harassment-free workplace where all employees are treated with respect and dignity.

Harassment is defined in Article 9.03, but includes any prohibited grounds that may be added to the Alberta Human Rights Act.

Harassment at EISA is not tolerated. Employees who are found to have harassed another individual may be subject to disciplinary action. This includes any employee who: interferes with the resolution of a harassment complaint; retaliates against an individual for filing a harassment complaint; breaches the confidentiality of information obtained during a harassment investigation, or files an unfounded harassment complaint intended to cause harm.

This policy applies to all current employees of EISA, including full and part-time, casual, contract, permanent and temporary employees. This policy also applies to job applicants. This policy applies to all behaviour that is in some way connected to work, including during off-site meetings, training and on business trips.

Responsibilities and Expectations

EISA is responsible for:

- providing all employees a harassment-free workplace.

The AUPE Membership Services Officers and Stewards are responsible for:

- promoting a harassment-free workplace.
- ensuring both the complainant and respondent have independent representation
- maintaining the integrity and confidentiality of information obtained in this process.

The Executive Director is responsible for:

- informing both complainant and respondent of their right to union representation and providing reasonable time to seek the like.
- ensuring that this policy is applied in a timely, consistent and confidential manner;
- determining whether or not allegations of harassment are substantiated; and
- determining what corrective action under Article 11 is appropriate where a harassment complaint has been substantiated.

EISA and the AUPE negotiator are responsible for:

- reviewing this appendix during each period of negotiations;
- negotiating necessary adjustments to ensure that this policy meets the needs of the Employees and organization.

Supervisors are responsible for:

- fostering a harassment-free work environment and setting an example about appropriate workplace behaviour;
- communicating the process for investigating and resolving harassment complaints made by employees;
- dealing with harassment situations immediately upon becoming aware of them, whether or not a harassment complaint has been made;
- taking appropriate action during a harassment investigation, including separating the parties to the harassment complaint, when appropriate; and
- ensuring harassment situations are dealt with in a sensitive and confidential manner.

Employees are responsible for:

- treating others with respect in the workplace;
- reporting harassment to the Executive Director;
- cooperating with a harassment investigation and respecting the confidentiality related to the investigation process;

Employees can expect:

- to be treated with respect in the workplace;
- that reported harassment will be dealt with in a timely, confidential and effective manner;
- to have their rights to a fair process and to confidentiality respected during a harassment investigation; and
- to be protected against retaliation for reporting harassment or cooperating with a harassment investigation.

Procedures for Addressing a Harassment Complaint

Filing a Complaint

An employee may file a harassment complaint by contacting the Executive Director. The complaint may be verbal or in writing. If the complaint is made verbally, the Executive Director will record the details provided by the Employee, and ensure the Employee both reviews the document for thoroughness and accuracy and signs the document.

The Employee should be prepared to provide details such as what happened; when it happened; where it happened; how often and who else was present (if applicable).

Complaints should be made as soon as possible but no later than within one year of the last incident of perceived harassment, unless there are circumstances that prevented the Employee from doing so.

The Executive Director will tell the respondent that the harassment complaint has been made against, in writing, that a harassment complaint has been filed. The letter will also provide details of the allegations that have been made against the respondent.

Every effort will be made to resolve harassment complaints within ten (10) days. The Executive Director will advise both parties of the reasons why, if this is not possible.

If either party to a harassment complaint believes that the complaint is not being handled in accordance with this policy, they should contact the AUPE Membership Services Officer.

Mediation

Wherever appropriate and possible, the parties to the harassment complaint will be offered mediation prior to proceeding with a harassment investigation. Mediation is voluntary and confidential. It is intended to assist the parties to arrive at a mutually acceptable resolution to the harassment complaint. The mediator will be a neutral person, agreed upon by both parties. The mediator will not be involved in investigating the complaint. Each party to the complaint has the right to be accompanied and assisted during mediation sessions by a person of their choosing.

Investigation

If mediation is inappropriate or does not resolve the issue, a harassment investigation will be conducted. An individual who has the necessary training and experience will handle all investigations. In some cases, an external consultant may be engaged for this purpose. The investigator will interview the person who made the complaint, the person the complaint was made against and any witnesses that have been identified. All people who are interviewed will have the right to review their statement, as recorded by the investigator, to ensure its accuracy.

The investigator will prepare a report that will include:

- a description of the allegations;

- the response of the person the complaint was made against;
- a summary of information learned from witnesses (if applicable); and
- a decision about whether, on a balance of probabilities, harassment did occur.

This report will be submitted to the Executive Director and the AUPE Membership Services Officer. Both parties to the complaint will be given a copy.

Substantiated Complaint

If a harassment complaint is substantiated, The Executive Director will decide what action is appropriate. Remedies for the Employee who was harassed may include: an oral or written apology; compensation for lost wages; compensation for any lost employment benefits such as sick leave; and compensation for hurt feelings. Corrective action under Article 11, for the Employee found to have engaged in harassment may result. Both parties to the complaint will be advised, in writing, of the decision.

Appeal Process

Either the complainant or the respondent may grieve the results of the investigation as per Article 12 of this Collective Bargaining Agreement.

Privacy and Confidentiality

All parties to a harassment complaint are expected to respect the privacy and confidentiality of all other parties involved and to limit the discussion of a harassment complaint to those that need to know.

Edmonton Immigrant Services Association, AUPE and all individuals involved in the harassment complaint process, will maintain confidentiality and take all reasonable steps to protect personal information.

Review

Edmonton Immigrant Services Association and the AUPE negotiator will review this Appendix during each round of bargaining, and will negotiate necessary adjustments to ensure that it meets the needs of all employees.

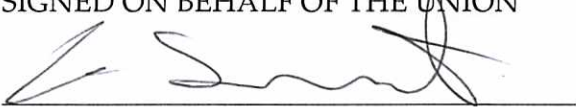
IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

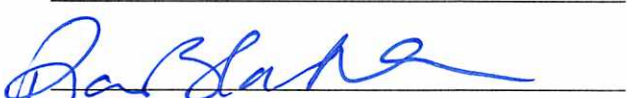
DATED at Edmonton, Alberta this 23rd day of May, 2018.

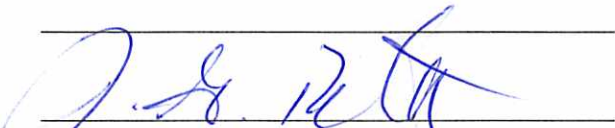
SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION




WITNESS


WITNESS