

**COLLECTIVE AGREEMENT**

BETWEEN

**PASTEW PLACE DETOX CENTRE  
FORT MCMURRAY**  
(Hereinafter called the Employer)

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2545**  
(Hereinafter called the Union)

**CUPE** / *Canadian Union  
of Public Employees*

July 1, 2010 – June 30, 2012

## TABLE OF CONTENTS

	<b>Page</b>
Preamble:	1
Article 1: Term of Agreement	1
Article 2: Management Rights	1
Article 3: Union Recognition and Representation	2
Article 4: Definition of Employees	3
Article 5: Bargaining Committee	4
Article 6: Grievance Procedure	5
Article 7: Vacancies, Lay-offs and Recalls	6
Article 8: Seniority	7
Article 9: Hours of Work	8
Article 10: Overtime	9
Article 11: Statutory Holidays	10
Article 12: Vacations	11
Article 13: Leave of Absence	13
Article 14: Notice of Resignation	14
Article 15: Shift Differential	14
Article 16: Training	15
Article 17: No Discrimination or Harassment	15
Article 18: Employee Benefit Plan	15
Article 19: Sick Leave	16
Article 20: Union Membership	17
Article 21: No Strikes, Slow-downs or Lock-outs	17
Article 22: Discipline	17
Article 23: Personnel File	18
Article 24: Classification and Rates of Pay	18
Article 25: Health & Safety	19

## PREAMBLE

The parties agree that there is mutual value in maintaining and enhancing harmonious relations between the staff and management of Pastew Place Detox Centre. To achieve this, meetings will be scheduled as per Article 3.05, between the sub local executive and the Employer to discuss issues of common concern and to promote staff morale and well being within the Centre.

The purpose of the Agreement is to establish wages, working conditions and to provide an orderly means to resolve differences arising from this Agreement.

## ARTICLE 1 - TERM OF AGREEMENT

1.01 The term of this Agreement shall be from July 1, 2010 to June 30, 2012. The Agreement shall be binding and continue from year to year thereafter unless notice had been given by either party. Such notice shall be given in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) working days prior to the expiry date. Within twenty (20) working days of the receipt of such notice by one party, the other party is required to meet and enter into negotiations for a new Collective Agreement. This Collective Agreement shall remain in effect during the period of negotiations and until a new Collective Agreement is signed or a strike or lock-out occurs.

### 1.02 Changes in Agreement

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

### 1.03 Agreement to Continue

In the event a new Agreement has not been reached by the termination date of this Agreement, this Agreement will remain in effect.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its operation and the direction of the working forces, including the right to select and hire employees, promote and/or transfer any employee, discipline or discharge any employee for just cause.

The Employer shall exercise its rights in a fair and reasonable manner and it shall not direct the work force in a discriminatory manner.

## ARTICLE 3 - UNION RECOGNITION AND REPRESENTATION

### 3.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 2545 as the sole and exclusive bargaining agent for all employees as outlined in the Labour Relations Certificate #466-90, excluding the positions of Executive Director, the Assistant Executive Director, and the Programs Manager.

### 3.02 Right of Fair Representation

- a) Representative(s) of the Canadian Union of Public Employees shall have reasonable access to the Employer's premises in order to investigate and assist in any differences and/or meetings arising out of this Collective Agreement.
- b) Such access shall require prior approval of the Executive Director or the Assistant Executive Director. Such access shall not be unreasonably denied.
- c) At the request of the Employee, one Union Officer from Pastew Place Detox Centre shall be allowed to attend grievance meetings up to and including arbitration, with no loss in pay.
- d) The Employer shall not enter into any agreement with any individual Employee or group of Employees in the Bargaining Unit with respect to the terms and conditions of employment in the Collective Agreement unless agreed to by the Union and the Employer.

### 3.03 Union Officers and Committee Members

The Union shall supply the Employer with names of its officers in writing and shall be notified immediately of any changes.

Pastew Place Detox Centre shall supply the Union with the name of the President/Chairman of the Board of Directors, and the Executive Director or the Assistant Executive Director with whom the Union may contact.

### 3.04 Circulation of Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass between the Executive Director of Pastew Place Detox Centre, the President of the Union, and the Vice President of the sub local with copies to the Secretary of the Union.

### 3.05 Labour Management Committee

The parties agree to establish a Labour-Management Committee consisting of three (3) members of Local 2545 and three (3) representatives of the Employer to discuss the

following general matters:

- a) Considering constructive concerns of all activities, so that better relations exist between the Employer and Employees.
  - b) Promoting health and safety practices.
  - c) Reviewing suggestions as received from Employees.
  - c) Correcting conditions, which can lead to potential grievances and/or disharmony in the workplace.
  - e) Reviewing other similar matters that may arise from time to time.
- 3.06 An Employer representative and Local representative shall each be designated by their own side as joint chairperson, and shall alternate in presiding over the meetings.
- 3.07 The Committee shall meet at least every six (6) months or at the call of either chairperson. No employee shall suffer loss of pay for time spent with this Committee.
- 3.08 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Local and the Employer shall each receive a signed copy of the minutes.
- 3.09 The Committee shall not have any jurisdiction over pay or any other item of collective bargaining, including the administration of this Collective Agreement. The Committee does not have the power to bind either the Local or its members or the Employer to any decisions or conclusions reached in its discussions.

#### **ARTICLE 4 - DEFINITION OF EMPLOYEES**

- 4.01 EMPLOYEE: A person employed by the Pastew Place Detox Centre.
- 4.02 PERMANENT EMPLOYEE: An employee, full time or part time, who has completed the probationary period. Permanent Employees shall be entitled to all the terms and conditions of this Agreement.
- 4.03 PERMANENT FULL TIME EMPLOYEE: An employee who normally works an average of forty-two (42) hours per week in a twenty-eight (28) day cycle.
- 4.04 PERMANENT PART TIME EMPLOYEE: An employee whose regular schedule provides for an average of less than forty-two (42) hours per week, in a twenty-eight (28) day cycle. Permanent part-time Employees may work additional hours in addition to their regular schedule, subject to terms of Articles 9 and 10.
- 4.05 PROBATIONARY EMPLOYEE: A Permanent Employee who has been hired to fill a vacancy and who is serving the required probationary period. Probationary employees shall be entitled to all terms and conditions of this Agreement except where specifically omitted and are excluded from the grievance procedure in case of dismissal.

- 4.06 CASUAL EMPLOYEES: Shall mean an employee (other than a probationary employee) who is hired to replace a permanent employee who is absent for any reason whatsoever. A casual employee shall regularly advise the Employer of their availability. A casual employee shall have deemed to have terminated their employment if they have not worked in a sixty (60) day consecutive period.
- 4.07 PROBATIONARY PERIOD: The probationary period for all employees, other than casual employees shall be three (3) months in length. If required, the employee's probationary period may be extended up to an additional three (3) months, provided the reasons for the extension are given in writing to the employee and the Union.
- 4.08 VOLUNTEERS, WORK EXPERIENCE AND GOVERNMENT SPONSORED PROGRAMS: The Union recognizes the right of the Employer to utilize volunteers, work experience students, and to participate in Government Employment Programs. The terms and conditions of such utilization shall be determined by the Employer and fall outside of the scope of this Agreement. The use of volunteers, students and those under government sponsored programs shall not result in the reduction of hours of work, lay-off or discharge of any employee covered by clauses 4.02 and 4.05.
- 4.09 Job Descriptions

Within thirty (30) days of signing of this Agreement the Employer agrees to review all Job Descriptions for all positions for which the Union is a bargaining agent. These Job Descriptions shall be presented and discussed with the Union within thirty (30) days, if amended, and upon agreement shall then become the recognized Job Descriptions.

## **ARTICLE 5 - BARGAINING COMMITTEE**

- 5.01 A Union Bargaining Committee shall be elected or appointed from the employees of the bargaining unit and consist of not more than two (2) members. The Union may appoint one (1) alternate member, who will be paid to replace an absent member of the Bargaining Committee and who may attend any meeting at no cost to the Employer. The Union will advise the Employer of the names of the Bargaining Committee. The Union shall have the right to have Union Representatives present at the bargaining table.

The Union Bargaining Committee shall consist of no more than four (4) members and one (1) alternate.

Employee representatives of the Union shall not suffer any loss of pay or benefits for time involved in collective bargaining with the Employer.

- 5.02 Management/Bargaining Committee

A Bargaining Committee representing the Employer shall be appointed by the Board of Directors of the Pastew Place Detox Centre. It shall consist of no more than four (4)

members and one (1) alternate. The Employer shall advise the Union of the names of the Bargaining Committee members.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### 6.01 Definition of Grievance

A grievance shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

### 6.02 Settling of a Grievance

In the event of any differences arising they shall be settled in the following manner:

#### Step 1:

The Employee shall first seek to settle the dispute through discussion with the immediate Supervisor. The Employee may choose to have a Shop Steward present.

The Supervisor shall submit a written reply stating reasons to the Employee and the Union.

#### Step 2:

If the dispute is not resolved with the immediate Supervisor within three (3) calendar days, it shall be reduced to a written form signed by the Employee, and submitted to the Director of the Pastew Place Detox Centre within ten (10) days of the date the dispute was submitted under Step 1.

The Director or designate shall submit a written reply to the Employee and the Union within ten (10) days of the submission of the grievance at Step 2.

#### Step 3:

If the dispute is not resolved at Step 2, the original grievance shall be submitted at Step 3, to the Chairperson of the Board of the Pastew Place Detox Centre within ten (10) days of the written reply at Step 2.

The Chairperson of the Board, or designate, shall submit a written reply to the Employee and the Union within ten (10) days of the submission of the grievance at Step 3.

### 6.03 Arbitration

Failing settlement at Step 3, either party may refer the grievance to arbitration, as outlined

in the Alberta Labour Relations Code, within ten (10) days of the written reply at Step 3.

6.04 Each party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One-half of the fees and expenses of the Chairman.

6.05 Time Limits

- a) If the Union fails to process the grievance within the time limits specified, the grievance shall be deemed to have been abandoned.
- b) If the Employer fails to respond within the time limits specified, the grievance shall up held.
- c) The time limits shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- d) The time limits fixed on the grievances procedure may be extended by written consent of both parties.

6.06 Variance from Grievance Procedure

When initiated, grievances arising from suspension without pay or dismissal shall be heard at Step 3.

## **ARTICLE 7 - VACANCIES, LAY-OFFS AND RECALLS**

7.01 When a vacancy for a full or part time position, or when a promotion occurs, or a new position is created within the bargaining unit, the employer shall: within two (2) months notify the Union, in writing that the position shall remain vacant, or else shall post the position on the bulletin board for a period of one (1) week to enable current employees to apply for the position.

7.02 The Employer agrees to recognize qualifications, ability, performance, attitude and seniority in consideration of internal applicants prior to external postings.

7.03 Notice of Lay-off

In the event of a lay-off of employees, the employee shall be laid off in the reverse order of seniority. The Employer shall notify the employee(s) to be laid off fifteen (15) days prior to the effective date of lay-off or shall make payment in lieu of such notice.

7.04 Employees having four (4) years or more of service shall receive notice as outlined in the Employment Standards Code.

7.05 Recall

Employees who have been laid off shall be recalled to work when it becomes available on the basis of their seniority. An employee who is laid off shall retain seniority and the right to recall for twelve (12) months. Recall notice shall be sent by double registered letter. Upon notice of recall, an employee shall be required to return to work within two (2) weeks of the date the notice was received. If the notice of double registered mail is returned to the Employer unsigned, or an employee refuses or fails to report to work within two (2) weeks, the employee shall lose all rights to recall and will be deemed to have resigned.

**ARTICLE 8 - SENIORITY**

8.01 Seniority is defined as the length of continuous service in a permanent position in the bargaining unit upon successful completion of the probationary period.

8.02 After successful completion of the probationary period, seniority shall be effective from the last date of hire.

8.03 The Employer shall maintain a seniority list showing the date upon which Employee's service commenced. A seniority list will be sent to the Union in January of each year.

8.04 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall lose his seniority and employment in the event:

1. Employee is discharged for just cause.
2. Employee resigns in writing, provided that the resignation is not withdrawn within twenty-four (24) hours. Provided further than an employee may only withdraw a resignation once during the term of this contract.
3. Employee is laid off for a period of longer than one (1) year.

## ARTICLE 9 - HOURS OF WORK

- 9.01 a) A work day is defined as the twenty-four (24) hour period starting at 7:00 a.m. to 7:00 a.m. of the following calendar day.
- b) The work week shall be from 7:00 a.m. on Sunday to 7:00 a.m. on the following Sunday.
- c) The Employer recognizes coffee breaks and meal breaks, which will be taken when practical. Such breaks shall be taken at the place of employment unless prior permission to leave has been obtained from the supervisor, and shall then be unpaid.
- 9.02 It is understood that work shall provide for a continuous operation Sunday through Sunday.
- 9.03 a) Hours of work for all Employees will be twelve (12) hours per day, averaging forty-two (42) hours per week, in a twenty-eight (28) day shift cycle. Part time Employees may work shifts where the hours worked may be less than twelve (12) hours.
- b) Whenever a shift becomes available, it will first be offered to casual employees provided that the average total hours does not exceed seventy-eight (78) hours in a twenty-eight (28) day cycle for each casual employee. Any additional shifts that become available will then be evenly offered to part-time employees and casual employees.
- c) At the time of change from Standard to Daylight Saving Time, employees working the night shift shall each work eleven (11) hours and be paid for eleven (11) hours. When reverting from Daylight Saving Time to Standard Time, Employees will each work thirteen (13) hours and be paid accordingly, with one (1) hour at the overtime rate.
- d) Shifts may be exchanged mutually between permanent staff, (full time, part-time and casual) provided affected employees agree in writing, approved by the supervisor, and such exchange does not adversely impact upon the operation of the Centre. If any employee subsequently fails to honor the mutual agreement, the Employer has the right to hold back from the employee's pay an amount sufficient to ensure that the other employee suffers no loss of pay or benefit.
- 9.04 Employees shall advise the immediate supervisor or designate, within two (2) hours prior to the start of a day shift, or within four (4) hours prior to the start of a night shift if they are going to be absent. In the event that such notice is not provided, the employee may be considered absent without leave.

- 9.05 All shifts for permanent employees shall be posted twenty-eight (28) days in advance.
- 9.06 All permanent employees shall have their days off designated.
- 9.07 Part time Employees who wish to be called for additional hours of work, shall provide the Employer with their availability one month in advance.
- 9.08 Notification of shift change will be given fourteen (14) days in advance. Failure to give notice shall result in one and one half (1 ½) times the regular rate of pay to be paid on the first working day. The Employer shall retain the right to make a shift change whenever an emergency situation arises, whereupon clause 9.08 shall not apply.

### **ARTICLE 10 - OVERTIME**

- 10.01 All time worked beyond the normal work day or normal work week, shall be considered overtime.

Full time employees shall be paid at an overtime rate when hours worked exceed twelve (12) hours per day, or when hours worked exceed eighty-four (84) hours in a pay period.

Part time and relief employees shall be paid at an overtime rate when hours worked exceed twelve (12) hours per day or when hours worked exceed an average of forty-two (42) hours per week in a twenty-eight (28) day cycle.

Overtime shall be paid at the appropriate overtime rate of the position being filled and compensated as follows:

- a) On a regular work day - Full time employees will be compensated for all time worked outside the regular work day and shall be paid at the rate of one and one half (1 ½) times the regular hourly rate.
- b) On a regular scheduled day off - Full time employees shall be paid one and one half (1 ½) times the regular hourly rate for all hours worked.

- 10.02 All overtime shall be authorized in advance by the Employer.

- 10.03 No shift differential or premium of any kind will be used in calculating overtime.

- 10.04 Overtime shall be divided as equally as possible among all employees who are willing and qualified to perform the available work. Overtime will be offered in the following order:

- Full time employees;
- Part time employees once their hours of work exceed 78 hours in a two (2) week period;
- Casual employees once their hours of work exceed 78 hours in a two (2) week period.

The Employer shall post on the bulletin board all overtime hours worked by each employee by the fifteenth (15<sup>th</sup>) of each month.

- 10.05 A full time employee who is called in to work outside of regular working hours shall be paid for a minimum of two (2) hours at overtime rates, whenever there is a break between the employee's regularly scheduled hours and the work the Employee is called in to do.
- 10.06 When full time employees work a regular twelve (12) hour overtime shift, they have the option of being paid one and one half (1 ½) times their regular wage or banking one (1) twelve (12) hour shift. Full time employees may bank overtime hours up to a maximum of thirty six (36) hours and these must be taken within ninety (90) calendar days.

#### **ARTICLE 11 - STATUTORY HOLIDAYS**

- 11.01 Permanent full-time employees shall be entitled to one (1) day's paid leave for the following holidays:

New Year's Day	Heritage Day (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- 11.02 If a holiday falls on a permanent full-time Employee's normal day off, they will receive one (1) day's pay or a day off in lieu to be taken at a time mutually agreed to.
- 11.03 If a Statutory Holiday falls on a regular working day, a permanent full-time employee who does not work will receive holiday pay equal to the employee's normal daily wage or a day off in lieu to be taken at a time mutually agreed to.
- 11.04 An employee who is required to work on a day designated as a holiday shall be paid at the rate of one and one half (1 ½) times the normal rate of pay for the hours worked during the designated holiday, and permanent full-time employees shall be given a day off another day at the normal rate of pay.
- 11.05 If an employee is on leave without pay, he/she shall not be entitled to pay for the paid holiday(s) occurring in that period.
- 11.06 Permanent part-time employees who work on a statutory holiday shall be paid one and one half (1 ½) times their normal rate of pay for the hours worked on the statutory holiday. They shall be paid on each pay cheque, four decimal four (4.4%) percent of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of receiving paid statutory holidays pursuant to Article 11.01.

11.07 A permanent full-time permanent employee who works a statutory holiday has the option of:

- a) receiving pay for the hours worked on the statutory holiday at two and one half (2 ½) times their regular rate of pay,

OR

- b) receiving pay for the hours worked on the statutory holiday at one and one half (1 ½) times their regular rate of pay plus banking the equivalent number of hours to be taken at a later date.

An employee shall only be allowed to bank a maximum of thirty-six (36) hours.

11.08 Casual employees who work on a statutory holiday shall be paid one and one half (1 ½) times their normal rate of pay for the hours worked on the statutory holiday. They shall also be paid on each pay cheque, four (4%) percent of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of receiving paid statutory holidays pursuant to Article 11.01.

11.09 Christmas and New Years Closure

The Centre will close for the following dates:

December 24<sup>th</sup> – 7:00 pm closure  
December 25<sup>th</sup> – closed all day  
December 26<sup>th</sup> – closed all day  
December 27<sup>th</sup> – reopen at 9:00 am  
December 28<sup>th</sup> – open  
December 29<sup>th</sup> – open  
December 30<sup>th</sup> – open  
December 31<sup>st</sup> – 7:00 pm closure  
January 1<sup>st</sup> – closed all day  
January 2<sup>nd</sup> – reopen at 9:00 am

Any employee who would have been scheduled to work on one of the above mentioned affected shifts, shall receive their regular pay and benefits for the shift, as well as any lieu time as per 11.03 for full time employees, or lieu as per 11.07 for part time employees.

## **ARTICLE 12 - VACATIONS**

12.01 All permanent full-time employees shall earn annual vacation with pay according to his/her years of employment as follows:

Two (2) weeks vacation (eighty-four [84] hours) with pay after one (1) year.

Three (3) weeks vacation (one hundred and twenty-six [126] hours) with pay after four (4)

years.

Four (4) weeks vacation (one hundred and sixty-eight [168] hours) with pay after ten (10) years.

Five (5) weeks vacation (two hundred and ten [210] hours) with pay after eighteen (18) years.

12.02 Permanent part-time employees shall receive annual holiday pay on gross salary, excluding overtime, as follows:

- in the first five (5) years of consecutive employment – four (4%) percent
- in the sixth (6<sup>th</sup>) through ten (10) years of consecutive employment – six (6%) percent.
- in the eleventh (11<sup>th</sup>) year through to eighteen (18) years of consecutive employment - eight (8%) percent.
- in the nineteenth (19<sup>th</sup>) year of consecutive employment and beyond – ten (10%) percent

12.03 Casual employees shall receive annual holiday pay based on four (4%) percent of gross salary, excluding overtime

12.04 If a holiday falls during an Employee's annual vacation, the employee will get an additional day off with pay before the employee's next annual vacation, on a day mutually agreed to.

12.05 The Employer will circulate a "Request for Vacation" list to all staff by January 31<sup>st</sup> of each year. A vacation schedule will be prepared by the Employer in consultation with the employees, and will be posted by March 31<sup>st</sup>. The vacation schedule will not be changed unless mutually agreed by the employee and the Employer.

When establishing the vacation schedule, preference will be given to employees with the most seniority.

12.06 An Employee who resigns or is terminated shall receive vacation pay in lieu of such vacation earned but not taken.

12.07 Part-time employees, at date of commencement, can choose to receive their holiday pay on each pay cheque or can bank their vacation pay to be paid at the time an employee takes their annual vacation leave.

12.08 Permanent part-time employees shall receive comparable time off, without pay, for vacation purposes, as would be provided permanent full-time employees. Those permanent part-time employees who have chosen to bank their vacation pay shall have it paid to them when they take their vacation pay as per Article 12.06.

### **ARTICLE 13 - LEAVE OF ABSENCE**

### 13.01 General Leave

All leave of absence requests shall be in writing and will be without pay and without loss of seniority when requesting such leave for good and sufficient cause.

An employee must apply for leave of absence, and this leave of absence must be approved in writing by the Employer. Such approval shall not be withheld without just cause.

Any employee who is absent without the written approval of the Employer, except in the case of emergency or illness, may be considered to have terminated employment.

### 13.02 Bereavement Leave

All full time employees shall be granted five (5) working days off with pay in the event of the death of a member of the Employee's immediate family.

Immediate family shall be defined as including the employee's spouse, common-law spouse, parents, grandparents, children, sisters, brothers, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, and also includes any relative permanently residing in the employee's household, or with whom the Employee resides, or any other relative for whom the Employee is required to administer bereavement responsibilities.

If a funeral requires out-of-province travel, an additional three (3) days off with pay shall be granted.

### 13.03 Pall-Bearer

An employee shall be granted one (1) day off with pay to attend a funeral as a pall-bearer.

### 13.04 Maternity Leave

Maternity leave shall be granted pursuant to the Employment Standards Code for permanent employees.

### 13.05 Time off for Elections

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election or referendum.

### 13.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court

witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

13.07 Leave of Absence for Union Functions

Upon responsible and timely request to the Employer, an employee elected or appointed to represent the Union at its functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for pay and benefits of the employee within thirty (30) days of billing.

13.08 Compassionate Leave

The Employer shall grant an unpaid leave of absence up to eight (8) weeks to an employee who has been approved for Compassionate Care Benefits pursuant to the Employment Insurance Regulations. Requests for compassionate leave are to be made in writing and submitted twenty-one (21) working days in advance of the leave.

Employee may also apply for and be granted leave of absence without pay and without loss of seniority, for up to three (3) additional months under this article. Such requests shall be put in writing with the written consent stating the dates on which the leave of absence begins and ends.

13.09 Personal Business Day

All permanent full time employees shall be granted one (1) day off per year with pay for personal business.

**ARTICLE 14 - NOTICE OF RESIGNATION**

14.01 An employee wishing to resign shall provide the Employer with fourteen (14) days notice, in writing.

14.02 An employee who is absent and who has not informed the Employer after three (3) consecutive days will be deemed to have abandoned his/her position, unless it can later be shown that special circumstances prevented notification.

**ARTICLE 15 - SHIFT DIFFERENTIAL**

15.01 A premium of twenty-five cents (\$0.25) per hour will be paid for any shift commencing between 7:00 p.m. and 7:00 a.m. Monday to Sunday, and a premium of fifty cents (\$0.50) per hour will be paid for any day shift commencing between 7:00 a.m. Saturday and 7:00 p.m. Sunday and on any Statutory holiday as defined in Article 11.01.

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

#### **ARTICLE 16 - TRAINING**

16.01 The Employer shall provide full orientation and the required introductory training prior to the expiration of the probationary period.

16.02 It is recognized that employees must receive appropriate training and instruction prior to carrying out their duties.

16.03 Where required the Employer will provide the employees with necessary courses and re-certification. The Employer shall assume all costs relating thereto.

16.04 In town training, if occurring before or after an employee's regular scheduled shift, or on an employee's regular scheduled day off, shall be paid at straight time, with the exception of C.P.R. and Standard First Aid courses which are mandatory courses. Mandatory courses shall be paid at an overtime rate in accordance with Article 10.01.

The employee's regular scheduled shift may be adjusted to compensate for time spent in training.

16.05 Out of town training and travel, if occurring on an employee's regular scheduled shift or during the day when the employee is scheduled to work nights, or during the nights when the Employee is schedule to work days, the employee shall receive pay at their regular rate of pay, for their full shift.

If the employee is required to travel on their regular scheduled day off, the employee shall be paid for actual time spent traveling at their regular rate of pay.

#### **ARTICLE 17 - NO DISCRIMINATION OR HARASSMENT**

17.01 The Employer and the Union agree that there shall be no discrimination, personal or sexual harassment, interference, restriction or coercion exercised or practiced with any respect to any employee in the matter of race, creed, color, national origin, political or religious affiliation, sex or marital status, place of residence, age, sexual orientation, physical handicap, or by reason of the employee's membership or activity in the Union.

17.02 The employer shall maintain a policy respecting discrimination and harassment. Any complaints from staff of this nature will be dealt with in accordance to this policy.

#### **ARTICLE 18 - EMPLOYEE BENEFIT PLAN**

18.01 The Employer shall contribute 100% of the premium costs for full time employees, up

to a maximum of two hundred and fifty (\$250.00) dollars per month per employee, of the following benefits for employees and their families upon completion of their probationary period:

1. Alberta Health Care Insurance Plan if premiums reintroduced by the Alberta government,
2. Comprehensive Extended Health Insurance through WE Group Benefits Insurance Business Value Plan 3, (subject to personal medical underwriting), Value Plan 2 (Plus), or Value Plan.

#### 18.02 Employee Assistance Program

The Employer agrees to pay the full cost of enrolling all permanent employees of the Pastew Place Detox Centre in an Employee Assistance Program equal to that currently being offered by the Personal Support Network.

### **ARTICLE 19 – SICK LEAVE**

- a) Sick leave means the period of time an employee is absent from work with pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable by the Worker's Compensation Act.
- b) Permanent full time employees shall earn sick leave on the basis of one and one half (1½) days per month to a maximum of eighty (80) working days.  
  
Permanent part-time employees shall earn sick leave on the basis of ten percent (10%) of the total number of hours worked in a twenty-eight (28) day cycle to a maximum of eighteen (18) hours.
- c) An employee may be required to produce a certificate from a medical practitioner for any illness, certifying that the Employee was unable to carry out their duties due to illness. In any case, proof of illness will be required for all absences in excess of three (3) consecutive working days.
- d) In the event the Employer believes sick leave is being abused, an employee's sick leave record may be reviewed with the employee and their Union Steward. Should abuse of sick leave be determined, by Management, disciplinary action may be taken.
- e) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence for less than four (4) hours shall not be deducted. Absence for more than four (4) hours shall be deducted as one day. This applies to permanent full time employees as well as permanent part time employees who have been scheduled to work a twelve (12) hour shift.
- f) No sick leave shall be earned during leave of absence without pay, lay-off, or while on sick leave.

- g) A permanent employee who has been absent from work for more than six (6) weeks due to an illness or disability shall provide the Employer with a minimum of one (1) weeks notice of intention to return to work.

#### **ARTICLE 20 - UNION MEMBERSHIP**

20.01 a) All Employees to be Members

Within one week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become a Member of the Union. As a condition of employment, all new Employees shall become Members of the Union within thirty (30) days of employment.

- b) The Employer agrees to deduct from the wages of every Employee, an amount equivalent to the normal monthly union dues. Such deductions shall be forwarded to the Secretary-Treasurer, CUPE Local 2545, not later than the 15<sup>th</sup> day of the following month for which the dues were levied, and shall be accompanied by a list of Employees from whose wages the deductions have been made, the total wages paid and identify full-time and part-time; along with the Employee's address, phone number and their seniority date.
- c) The Union will notify the Employer of the Union dues and of any changes to the Union's dues thirty (30) days in advance of such changes.

#### **ARTICLE 21 - NO STRIKES, SLOW-DOWNS OR LOCK-OUTS**

- 21.01 During the life of this Agreement, there shall be no strikes, slow-downs or similar disruptions of service by the Employees, nor shall the Union encourage such action, and further, there shall be no lock-out by the Employer.

#### **ARTICLE 22 - DISCIPLINE**

- 22.01 The Employer shall notify a employee, in writing, of any dissatisfaction concerning their work within two (2) weeks of becoming aware of the event or complaint.
- 22.02 The employee may reply to such complaints, accusations or expressions of dissatisfaction within two (2) weeks
- 22.03 The Employer's letter and the employee's reply will become part of the employee's personnel file. The Secretary of the Union shall be given a copy of both the Employer's letter and the employee's reply.
- 22.04 No evidence from an employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- 22.05 Whenever the Employer deems it necessary to give a verbal warning to an employee

indicating that future discipline may follow, said Employee shall have Union representation at that time unless the employee refuses to have such Union representation.

### **ARTICLE 23 - PERSONNEL FILE**

23.01 Upon written request of the employee, the Employer shall provide access to, and a copy of, when requested, all of the employee's personnel files. Access to the files shall be at a mutually agreed upon time with, and in the presence of, the Executive Director or Assistant Executive Director.

The Employer shall maintain a written record, signed by the employee, indicating date and time that the employee has examined their files.

23.02 The record of an employee shall not be used against them after two (2) years following any letters of warning, reprimands, suspensions or other disciplinary action, provided that no subsequent disciplinary actions are issued to the employee at that time.

23.03 All letters of warning, reprimands, suspensions or other disciplinary actions shall be removed from an employee's personnel file at the employee's request after two (2) years provided no subsequent related disciplinary actions are issued to the employee at that time.

### **ARTICLE 24 – CLASSIFICATIONS AND RATES OF PAY**

24.01 Classifications for the Pastew Detox Centre are identified as follows:

Detox Client Aide Worker

Detox Client / Kitchen Aide

Job descriptions will be established for each position with copies made available for the employee and union. The employer may add new classifications, but the pay rate shall be subject to negotiation between the union and the employer with the later being open to the grievance procedure if no agreement is reached.

24.02 All employees will commence employment at the start rate and will be paid at the end rate after working a total of one thousand and ninety-two (1092) consecutive hours of employment.

<u>Effective</u>	<u>Start Rate</u>	<u>End Rate</u>
July 1, 2010	\$18.85	\$21.00 per hour
July 1, 2011	\$19.42	\$21.63 per hour (3% increase)

It is agreed that all pay adjustments effective July 1, 2009 shall be paid retroactively to applicable employees, as soon as reasonably possible.

The Parties that agree to this portion of Article 24.02 will not be applied for the duration of the Collective Agreement.

- 24.03 The Employer shall pay employees' salaries every second (2<sup>nd</sup>) Friday into a Financial Institution of their choice.
- 24.04 A permanent full time employee who is assigned the duties of any out of scope position for one (1) hour or more shall receive two dollars (\$2.00) above their basic rate of pay for all hours worked while assuming any of the duties of that position. Such assignments shall be my mutual agreement between the said employee and the employer and will be temporary in duration. Employees who accept out of scope assignments shall retain their bargaining status and their former position will remain secure.

#### **ARTICLE 25 – HEALTH AND SAFETY**

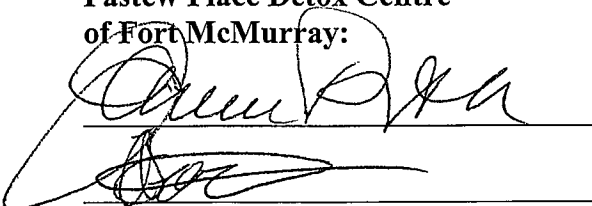
25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Centre and as such, in order to prevent injury and illness, will abide by the Occupational Health and Safety legislation of Alberta.

25.02 Immunization

When not covered by other health benefit providers, the Employer agrees to provide at their cost, immunization for all permanent employees against Influenza, Hepatitis A and B, Tuberculosis or any other communicable disease which may put employee's health at risk while working at the Pastew Place Detox Center. Communicable disease will be defined as any disease which is common to the clients of the Pastew Place Detox Center and could pose a threat to the employees. The choice to have such immunization will remain at the sole discretion of the employee.

**SIGNED THIS 20<sup>th</sup> DAY OF DECEMBER 2010.**

**Signed on behalf of the  
Pastew Place Detox Centre  
of Fort McMurray:**



**Signed on behalf of the  
Canadian Union of Public Employees  
Local 2545:**

