

COLLECTIVE AGREEMENT

-BETWEEN-

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION

(HEREINAFTER REFERRED TO AS THE EMPLOYER)

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, SUB LOCAL 70

(HEREINAFTER REFERRED TO AS THE UNION)

JULY 1, 2003 to MARCH 31, 2005

(Revised October 2003)

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TABLE OF CONTENTS

Article 1:	Spirit of the Agreement	1
Article 2:	Management Rights	1
Article 3:	Discrimination	1
Article 4:	Union Recognition	1
Article 5:	Bulletin Boards	2
Article 6:	Time Off for Union Business	2
Article 7:	Membership in the Union	2
Article 8:	Union Dues and Notification	3
Article 9:	Correspondence	3
Article 10:	Labour Management	4
Article 11:	Grievance Procedure	5, 6, 7
Article 12:	Arbitration	7
Article 13:	Disciplinary Action	8
Article 14:	Personnel Record	9
Article 15:	Seniority	9, 10
Article 16:	Position Changes and Job Postings	10, 11, 12
Article 17:	Layoff	12
Article 18:	Definitions of Employees	12, 13
Article 19:	Hours of Work	13, 14
Article 20:	Overtime	14, 15
Article 21:	Vacation	16, 17
Article 22:	Sick Leave	18, 19
Article 23:	Statutory Holidays	20
Article 24:	Leave Without/With Pay	21, 22
Article 25:	Staff Training and Development	22, 23
Article 26:	Parental Leave	23, 24
Article 27:	Transportation	24
Article 28:	Payroll	25
Article 29:	Contracted Work	25
Article 30:	Benefit Package	26
Article 31:	Term of Agreement	26
Article 32:	Wages	27

APPENDICES:

Appendix "A"	Starting Salaries-Southwest Child and Family Services	28
Appendix "A"	Starting Salaries-Persons with Developmental Disabilities	29
Appendix "B"	Union Representatives	30
Appendix "C"	Waiver of Representation	31
	Letter of Understanding	

INDEX

Arbitration	7
Benefit Package	26
Bulletin Boards	2
Contracted Work	25
Correspondence	3
Definitions of Employees	12
Disciplinary Action	8
Discrimination	1
Grievance Procedure	5
Hours of Work	13
Labour Management	4
Layoff	12
Leave Without/With Pay	21
Management Rights	1
Membership in the Union	2
Overtime	14
Parental Leave	23
Payroll	25
Personnel Record	9
Position Changes and Job Postings	10
Seniority	9
Sick Leave	18
Spirit of the Agreement	1
Staff Training and Development	22
Statutory Holidays	20
Term of Agreement	26
Time Off for Union Business	2
Transportation	24
Union Dues and Notification	3
Union Recognition	1
Vacation	16
Wages	27

APPENDICES:

Appendix "A" Starting Salaries-Southwest Child and Family Services	28
Appendix "A" Starting Salaries-Persons with Developmental Disabilities	29
Appendix "B" Union Representatives	30
Appendix "C" Waiver of Representation	31
Letter of Understanding	

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION

CUPE LOCAL 70

ARTICLE 1: SPIRIT OF THE AGREEMENT

1.01 The Employer and the Union recognize and accept the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity and further recognize that successful employer-employee relations must be mutually advantageous, fair and just, and not more favorable to one than the other.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management reserves all the rights not specifically restricted by this Agreement.

ARTICLE 3: DISCRIMINATION

3.01 The Employer agrees there shall be no discrimination:

- a. as outlined in Human Rights Legislation or the Individual Rights Protection Act or,
- b. because of an individual employee's connection with Union organizations.

ARTICLE 4: UNION RECOGNITION

4.01 The Employer recognizes CUPE Sub Local 70 as the sole bargaining agent for the employees employed in the unit described by the Alberta Labour Relations Board, Certificate #22-91.

4.02 Exclusivity of The Agreement: No employee covered by this Agreement will make or be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement, except as specifically provided for in this Agreement.

4.03 Assistance of CUPE National: The Union or its members shall have the right to use or have the assistance of the CUPE National.

ARTICLE 5: BULLETIN BOARDS

- 5.01 The Employer will provide bulletin boards in the Employer's main offices of the Association, which will be placed so that all employees have access to them and upon which the Union may post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 6: TIME OFF FOR UNION BUSINESS

- 6.01 Time Off for Meetings: When an employee attends a meeting between the Employer and the Union dealing with Union business, the employee shall suffer no loss in pay or benefits. The employee must obtain permission from the Director or their designate to attend the meeting.
- 6.02 Negotiation Pay Provision: Three (3) representatives of the Union shall be granted leave without pay but without loss of benefits for their full shift when involved in negotiations with the Employer.
- 6.03 Grievance and Arbitration Pay Provisions: Representatives of the Union shall not suffer any loss of pay or benefits for the time involved with Management in grievance and arbitration procedures.
- 6.04 Leave of Absence for Union Business: Upon request to the Employer, an employee elected, selected, or appointed to represent the Union for Union business shall be allowed leave without pay but without loss of seniority subject to operational requirements as determined by the Employer.

The Employer agrees to pay the employee for lost wages and will bill the Union for the same. The Union agrees to reimburse the Employer for such lost wages and benefit costs within thirty (30) days of billing.

- 6.05 Time Off for Office Employees: Office employees shall be allowed leave to attend the regularly scheduled monthly meetings of CUPE Sub-Local 70. Leave will be conditional upon adequate office coverage as determined by the Executive Director or designate and provided that the time taken will be reimbursed within five (5) working days following the time off.
- 6.06 Leave Requests: A request for leave of absence without pay, for Union business, should be submitted in writing five (5) working days in advance of the commencement of the leave.

ARTICLE 7: MEMBERSHIP IN THE UNION

- 7.01 Membership in the Union shall be voluntary on the part of each employee.

ARTICLE 8: UNION DUES & NOTIFICATION

- 8.01 Check-Off of Union Dues: The Employer agrees to check off Union dues under the “Rand” Formula. It is understood that fines and assessments are not included in the arrangement.
- 8.02 Distribution of Collective Agreement: The Employer agrees to provide all new employees with a copy of the current Agreement. The Union shall provide copies of the Collective Agreement for this purpose.
- 8.03 Orientation: An authorized Union representative will be allowed a maximum of fifteen (15) minutes of orientation for all new employees. The Union will provide the orientation on a monthly basis in the office of Southern Alberta Community Living Association. A schedule for a period of six (6) months will be developed in July and January outlining the dates and times of these orientations.
- 8.04 Notification to Union: The Employer will provide to the recording secretary of the Union, confirmation of all new employees, including: name, position, start date, employment status, address of work site, hours of work, and date of hire.

ARTICLE 9: CORRESPONDENCE

- 9.01 Changes of Union Representatives: The Union will notify the Employer in writing of the names and phone numbers of the persons authorized to represent the Union and also to represent the employees for the purpose of this Collective Agreement, and shall notify the Employer in writing within two (2) weeks of any changes in these names.
- 9.02 Correspondence Between Parties: All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from Southern Alberta Community Living Association and the Recording Secretary of the Sub-Local. The Union will inform and update the Employer of any changes to officers or mailing address within two (2) weeks of the change.
- 9.03 The names and phone numbers of the above persons are listed in Appendix “B”.

ARTICLE 10: LABOUR MANAGEMENT

10.01 Staff Safety Concerns Process: In response to a written request by a staff person to their supervisor, a written strategy will be designed to address behavior that may precipitate a crisis response. This strategy will be generated by the staff person involved, their supervisor and/or program manager, and any other appropriate individuals. The staff person and supervisor and/or program manager will determine the time frame for development of such a strategy based upon the urgency of the need.

10.02 Labour Management Committee:

Structure to be: Two (2) appointed Union representatives and two (2) appointed Management representatives. The numbers may be reduced or increased by mutual consent. Ad hoc committees may also be established by mutual consent.

The Employer shall be duly notified in writing as to names of the Union representatives or alternates selected.

The Committee shall concern itself with matters of the following nature:

- a. Improvement of employee-employer relations
- b. Health and Safety
- c. Suggestions from employees, persons with a disability, parents or advocates and the Employer concerning questions of working conditions and service
- d. Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations

10.03 Meetings: Meetings shall be held at mutually agreeable times. The party that requests a Labour Management meeting will chair the meeting. Suggestions for an agenda will be exchanged not less than five (5) working days prior to the scheduled meeting, except in the case of an emergency. Minutes will be taken by the party not chairing the meeting and distributed within ten (10) working days after the meeting.

10.04 Both Union and Management recognize that health and safety matters are of mutual concern and that the Labour Management committee will endeavor to address those matters.

ARTICLE 11: GRIEVANCE PROCEDURE

- 11.01 Definition of a Grievance: Grievance shall mean any difference concerning the interpretation, application, operation or any alleged violation of this Agreement.
- 11.02 Presence of Steward: Any meeting relating to a grievance between the Employer and an employee or the Union shall be in the presence of a maximum of two (2) Shop Stewards or two (2) authorized Union representatives.
- 11.03 Stewards: The names and telephone numbers of Stewards shall be listed in Appendix "B" of this Agreement and the employee may select the Steward of their choice.
- 11.04 Pay Entitlement – Grievance Meetings: Not more than the grievor(s) and the Shop Steward(s) may attend grievance meetings without loss of pay.
- 11.05 Stewards Leaving the Work Site: A Shop Steward shall not leave their place of work to discuss a grievance with the Employer or an employee during working hours without permission from the Director or their designated alternate; and provided that adequate replacement or relief staff is available. Such meetings will be without loss of pay, benefits, or seniority to either the Steward or the employee.
- 11.06 Recalls, Health and Safety, Dismissals, Layoffs: In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure (see Step 2).
- 11.07 Replies In Writing: Replies to grievances, stating reasons, shall be in writing at all stages. A copy of all responses from the Employer, shall be sent to the President of the Sub-Local at her/his home address.
- 11.08 Informal Discussion: The employee or employees Concerned, with or without the Union, may seek to settle the dispute through discussion with their immediate supervisor.
- 11.09 Settling of Grievances: Grievances shall be processed in the following manner.

Step 1: The Grievance shall be filed with the Program Manager within ten (10) working days of the issue concerned.

Copies of the grievance shall be sent to the Shop Steward, the Union, the Program Manager and the Director. The Program Manager will review the grievance and will render their decision in writing within ten (10) working days of receipt of the grievance. A copy of the reply will be sent to the Union, the Shop Steward, the Program Manager, and the Director.

ARTICLE 11: GRIEVANCE PROCEDURE (Continued)

Settling of Grievances: (Continued)

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) working days after receiving the decision, be filed with the Director or their designate. The Director may expedite the grievance by forwarding same to the Executive of the Board if they deem it necessary, and will notify the Union accordingly. The Director shall submit their decision to the employee, in writing, within ten (10) working days with a copy to the Program Manager, the Union, and the Shop Steward. (also see Article 9.07).

Step 3: If the grievance is not settled in Step 2, the grievance may, within ten (10) working days after receiving the decision, be filed with the Executive of the Board and copied to each party involved in the grievance. A decision must be made within ten (10) working days.

Step 4: If the grievance is not settled in Step 3, either party may proceed, within ten (10) working days, to submit the grievance to a Board of Arbitration.

11.10 At each step the written grievance should address the article in question, as well as the specific concern relating to the article.

Upon written request from either party, a meeting will be held at any step of the grievance process.

11.11 Working days shall be considered Monday through Friday excluding statutory holidays. When a grievance or reply is delivered by hand, the date of delivery shall be deemed to be the date of submission or response.

11.12 Facilities for Grievances: In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available, if possible, the temporary use of a private office or similar facility.

11.13 General or Policy Grievance: When a dispute involving a question of general application or interpretation of this Agreement occurs, Step 1 of the Grievance Procedure may be by-passed. Only grievances signed by the grievor and Executive Officer or Shop Steward shall be considered.

11.14 Deviation from Grievance Procedure: After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

ARTICLE 11: GRIEVANCE PROCEDURE (Continued)

11.15 Time Limits, Waivers and Amendments: A waiver of time limits will be allowed in the case of absence from work for both members of the bargaining unit and affected Management personnel in the following instances: day(s) off, leave without pay, vacation or sick leave.

This waiver will include the Southern Alberta Community Living Association Board members who have personal or business reasons.

The time limits fixed in both the grievance and arbitration procedure may be extended verbally by the consent of the parties and confirmed in writing.

ARTICLE 12: ARBITRATION

12.01 Arbitration Procedure

- a. The Employer and the Union shall each appoint one (1) member to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a Chairperson; but failing to agree on a selection, they shall request the Minister of Labour, for the Province of Alberta, to select a Chairperson.
- b. Grievances shall receive fair and just consideration.
- c. The Board's decision will be final and binding on both parties, and will be handed down as expediently as possible.

12.02 Expenses of the Board

Each party shall pay:

- a. the fees and expenses of its nominee to the Board.
- b. one-half (1/2) of the fees and other related expenses of the Chairperson.

ARTICLE 13: DISCIPLINARY ACTION

13.01 Disciplinary Action Defined: Disciplinary action will be corrective and progressive when appropriate. Disciplinary action will be exclusively defined as follows:

- a. Oral warning
- b. Written warning
- c. Suspension
- d. Dismissal

Upon receipt of information pertaining to dissatisfaction with an employee's work performance the Employer will contact the employee within ten (10) working days. The Employer will reference Article 11.04 to the employee and a date and time to meet will be established.

Where disciplinary action is taken as the result of any discussion with the Employer, the level of disciplinary action shall be noted in correspondence to the employee. Any correspondence relating to disciplinary action shall be placed on the employee's personnel file and copied to the secretary of the Union.

13.02 Removal of Disciplinary Correspondence: Disciplinary correspondence will be removed from an employee's personnel file upon written application by the employee to the Executive Director, provided that the employee has received no disciplinary action of a similar nature within the previous twenty-four (24) months.

13.03 Just Cause: An employee may be dismissed or disciplined for Just Cause Only.

13.04 Right To Have a Steward Present: An employee shall have a Steward or Union representative [to a maximum of two (2) Stewards or Union representatives] present at any meeting with the Employer supervisor which the employee believes might be the basis of disciplinary action. Where the Employer undertakes disciplinary action they will so notify the employee of the purpose of the meeting, in advance, in order that the employee may contact a Steward or Union representative to be present. No employee is required to answer the charges without a Union Steward present.

13.05 Waiver of Representation: The employee reserves the right to waive their right to have a Steward or Union representative present, and such waiver shall be in writing and signed by the employee in the presence of the Union Chairperson or designate, and an Employer's representative. The employee shall be given the opportunity to discuss the waiver with the Union chairperson or designate prior to signing it. (See Appendix for Waiver copy).

ARTICLE 14: PERSONNEL RECORD

- 14.01 Access to Personnel File: The employee shall have the right to review their personnel file, provided they make an appointment in advance. The employee may review their file in a private area in the presence of the Employer. The employee has the right to request copies of pertinent documents in their file; however, the employee may not alter or remove items or documentation from the file.
- 14.02 Confidentiality: Access to personnel files shall be limited to the Executive Director, Administrative Assistant, Program Managers, Team Leaders (for staff under their direct supervision), and the person whose file it is.
- 14.03 Documentation – Disciplinary: An employee will be notified in writing when documentation of a disciplinary or performance-related nature is placed in their file. Any document pertaining to disciplinary or performance issues present in the employee’s file, of which the employee did not receive notice, will be removed.
- 14.04 Documentation – Other: The employee has the right to have included in their file letters of recommendation, commendation, and related courses.

ARTICLE 15: SENIORITY

Seniority Definition: Seniority is defined as the length of unbroken service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition by the Union. Seniority shall be used in determining promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate bargaining unit-wide.

Seniority List: The Employer shall maintain a seniority list for permanent and relief staff, showing the date upon which each employee’s service commenced. employees moving from relief to permanent positions and conversely, shall maintain their original seniority based on their first day worked for the Association.

An up-to-date seniority list, compiled according to seniority, shall be sent to the Union in April of each year.

ARTICLE 15: SENIORITY (Continued)

15.03 Loss of Seniority: An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff, or leave approved by the Employer.

An employee shall lose their seniority only in the event that:

- a. They are discharged for Just Cause and are not reinstated.
- b. They resign in writing and do not withdraw within two (2) days.
- c. They fail to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless by reason of sickness or other Just Cause. The refusal of an employee to accept recall to such employment will result in termination of seniority. Laid off employees engaged in termination of employment and who are recalled, shall be permitted to give their current employer reasonable notice of termination to accept the recall.

15.04 Transfer and Seniority Out of the Bargaining Unit: No employee shall be transferred to a position outside the Bargaining Unit without their consent.

ARTICLE 16: POSITION CHANGES AND JOB POSTINGS

16.01 Selections, Transfers, and Staff Changes: These will be made first from internal applicants who have the required qualifications (including skills, experience, training and the ability to relate to a person with a disability) to meet the requirements of the position.

Determination of qualifications shall be made by the Employer, with input/advice from the consumer, their family or advocate. Determination of qualifications shall not be made in a manner that is arbitrary or discriminatory. All conditions being equal, seniority will be the determining factor.

16.02 Transfer Requests: Permanent employees have the right to request transfers to a comparable position (hours, shifts, benefits, rate of pay) in another setting after completing six (6) months in any given position. Transfer requests will be kept on file for a maximum of three months.

All requests to transfer must be submitted in writing to the Human Resource Manager stating the reason(s) for the transfer. The Union will be notified of proposed transfers. Transfers may be permanent or temporary and may be initiated by the Association or the employee.

ARTICLE 16: POSITION CHANGES AND JOB POSTINGS (Continued)

16.02 Transfer Requests:

No transfer can occur without prior written agreement between affected employees(s), Union and Management.

16.03 Temporary Positions: Permanent employees may apply for temporary positions, If successful in the competition the permanent employee may move into the temporary position without loss of benefits. The permanent employee will have the right to return to his or her original position when the temporary position expires.

16.04 Job Postings: All full-time bargaining unit positions thirty (30) hours or more will be advertised for a minimum of one (1) week and cover one payday.

All bargaining unit positions of less than thirty (30) hours will be advertised for a minimum of one (1) week.

16.05 Information on Postings: Such notice will contain the nature of position, qualifications, required ability and education, skills, shift, hours of work, and salary rate or range.

16.06 Outside Advertising: No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully processed.

16.07 Notification to Employee and Union: Within seven (7) calendar days of the date of appointment to a position, the successful applicant will be notified and confirmed thereafter in writing. The secretary of the Sub-Local Union shall be notified in writing of same.

All internal applicants shall have the opportunity to discuss their interview with the Program Manager concerned.

The Union shall be notified of all reclassifications, new positions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment within thirty (30) calendar days.

16.08 Probationary Period: All new permanent employees working thirty (30) hours or more per week shall be on probation for the first three (3) months of their employment. All other employees shall be on probation for the first three hundred and ninety (390) work hours, or five (5) months, whichever occurs first. During this probationary period the employee shall be entitled to all rights and benefits of the Agreement. After the completion of the probationary period seniority shall be accrued from the original date of employment.

ARTICLE 16: POSITION CHANGES AND JOB POSTINGS (Continued)

16.08 Probationary Period: Continued

The probationary employee who is terminated shall have the right to appeal such dismissal under the Grievance Procedure up to and including Step 3. The decision rendered in Step 3 shall be final.

ARTICLE 17: LAYOFF

17.01 Definition of Layoff: A layoff shall be defined as a reduction in the workforce, position abolishment or a reduction in the regular hours of work.

17.02 Notice of Layoff: Unless legislation is more favorable to the employee, permanent employees shall receive thirty (30) calendar days notice in writing prior to date of layoff. In the event Southern Alberta Community Living Association is considering a reduction in the permanent work staff for any reason, the Association shall advise the Union within twenty-four (24) hours of any notification being given to the employee(s).

17.03 Role of Seniority in Layoff of Permanent Employees: Both parties recognize that job security shall increase in proportion to length of service. An employee about to be laid off may bump any employee with less seniority holding a position with equal or less awake hours, providing the employee exercising the right has the required skills and qualifications for the position. If an employee is eligible to fill more than one (1) position, the Employer shall determine the position into which the employee will be placed,

17.04 Recall Priority: New employees shall not be hired until those laid off have been given the opportunity of recall.

17.05 Recall Procedure: Employees shall be recalled in the order of their seniority providing they have the required skills and qualifications for the position.

17.06 Grievance on Layoff and Recall: Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18: DEFINITIONS OF EMPLOYEES

18.01 Elimination of Present Classification(s): Existing classifications shall not be eliminated or changed without prior notification in writing to the Union.

ARTICLE 18: DEFINITIONS OF EMPLOYEES (Continued)

- 18.02 Permanent Full-time Employee: A permanent full-time employee is defined as an employee who is regularly employed for a minimum of seventy (70) hours in a two (2) week period.
- 18.03 Permanent Part-time Employee: A permanent part-time employee is defined as an employee who is regularly employed for less than full-time hours.
- 18.04 Relief Employee: A relief employee is defined as an employee who is hired to fill a position made temporarily vacant as a result of sickness, injury, leave of absence, vacation, holidays, and as necessary on a sporadic or occasional basis. This classification of employee(s) is eligible for those statutory benefits as prescribed by Alberta Employment Standards Code.
- 18.05 Contract Employee: A contract employee performs the functions of a position to a maximum of six (6) months. During the term of the contract they will be entitled to earn compensatory time in addition to all statutory benefits as prescribed by the Employment Standards Code.

ARTICLE 19: HOURS OF WORK

- 19.01 Work Hours and Breaks: Hours of work shall be varied depending on duties and area of operation, subject to Article 16 “Definition of Employee” – with one (1) scheduled break of fifteen (15) minutes during each four (4) hour shift.
- Employees working in a residential setting would take the scheduled break as their shift permits.
- 19.02 Letter of Hire: Each employee shall receive a letter stating their hours of work.
- 19.03 Reporting Pay: A relief employee shall be paid a minimum of two (2) hours at their hourly rate when an expected work period is canceled and the employee was not notified of such cancellation twenty-four (24) hours prior to the scheduled work period.
- 19.04 Hours of Work on Special Trips: It is understood and agreed that an employee may, on a voluntary basis, accompany consumers on special out of town trips (when requested) which will require an employee to be in attendance with the consumers from time to time outside of their scheduled shifts, and to be in attendance during the employee’s normal sleeping time.

ARTICLE 19: HOURS OF WORK (Continued)

19.04 Hours of Work on Special Trips: (Continued)

Subject to the scheduling requirements of the Employer, and without increasing the employee's average daily hours of work, the schedule of a regular full-time employee participating in a special trip shall be adjusted, if necessary, in order to maximize the number of scheduled days of work which will occur during the period of the special trip.

In the event that an employee participates in a special trip, such employee shall be entitled to be fully compensated for all wages and expenses during such time frame which is considered to be employed hours in accordance with the following:

- a. The employee shall receive their basic rate of pay for those scheduled shifts which fall during the special trip.
- b. In order to compensate an employee for being in attendance with a consumer during their normal rest hours, the employee shall accrue an entitlement of six (6) hours time off per day, provided that the employee is required to remain out of town and in the consumer's attendance during such normal rest hours.
- c. A regular employee shall be entitled to take time off with pay, equal to the number of hours banked during special trips, at a time which is mutually agreed upon between the Employer and the employee.

ARTICLE 20: OVERTIME

20.01 Scheme of Employment: The Scheme of Employment dated October 1988 and revised February 1992, as it affects this Collective Agreement, shall remain in effect unless amended with the approval of both parties to this Agreement.

20.02 Overtime Defined: All employees whose shifts fall within the Scheme of Employment as approved by Employment Standards will be paid based on the hours which the permit acknowledges as regular hours of work for weekends, weekdays and statutory holidays. All hours not covered under the Scheme of Employment shall be subject to overtime rates as established under this Collective Agreement.

All other hours which fall outside of the regularly scheduled hours of work as outlined under the Employment Standards Code shall be subject to overtime rates as established under this Collective Agreement.

ARTICLE 20: OVERTIME (Continued)

20.03 Compensation for Work Before or After Scheduled Daily Hours: Overtime will be at the rate of time and one-half (1 ½) for all relief staff and straight compensatory time for all permanent staff. The Employer may, on occasion, provide the option to permanent staff of pay at time and one half (1 ½) in lieu of straight compensatory time.

20.04 Overtime will be taken within three (3) months of when earned, [with the exception of one (1) banked work day] and at a time mutually convenient between the Employer and employee.

Where time in lieu is not granted within the three (3) months, employees will be paid at one and one-half (1 ½) times their normal rate of pay for outstanding overtime hours, [with the exception of the one (1) banked work day].

No prior approval of compensatory time off will be required when the employee has notified their Team Leader or Program Manager and has booked relief staff to cover their shift or a portion thereof and operational requirements are not a factor.

20.05 Overtime Authorization: Employees may be authorized in advance to work a specified maximum number of overtime hours. No overtime, other than with prior authorization, will be allowed without the approval of the Team Leader or Program Manager. The exception would be in extenuating circumstances where there is no opportunity to obtain prior authorization.

20.06 Reassignment: When a staffed arrangement is closed for a time period in which staff would normally be assigned to work, these staff would be placed on reassignment or be available for work without loss of pay, benefits, or seniority. Staff not choosing to be reassigned may elect to use accumulated compensatory or vacation time.

20.07 Call-Back: Any permanent employee called back to work outside their regular working hours shall be compensated for a minimum of two hours at overtime rates. Call-back begins from the time the employee starts work, recognizing the employee's home and the work site are within city limits. For employees whose home is outside the city limits, time will commence from their home to the city limits and upon return from the city limits to home.

20.08 Telephone Calls: Phone calls of an urgent nature regarding the service or the consumer from a residential setting to a staff person at home will be compensated in fifteen (15) minute increments; therefore, calls taking less than fifteen (15) minutes shall be compensated at the rate of one quarter (1/4) hour and calls exceeding fifteen (15) minutes, shall be Compensated to the next quarter hour, and so on.

ARTICLE 21: VACATION

21.01 Vacation Entitlement – Permanent Staff: All calculations for vacation entitlement shall be based on the employee's anniversary date. Vacation may be taken, once earned, to the maximum entitlement. Employees may bank a maximum of one (1) week unused vacation from one year to the next.

Accumulation of vacation shall be earned according to the following formula:

- During the first and second year of employment, an employee shall accumulate vacation monthly based on two (2) weeks per year.
- During the third to eighth year of employment, an employee shall accumulate vacation monthly based on three (3) weeks per year.
- During the ninth to the fifteenth year of employment, an employee shall accumulate vacation monthly based on four (4) weeks per year.
- During the sixteenth to the twenty-fourth year of employment, an employee shall accumulate vacation monthly based on five (5) weeks per year.
- During the twenty-fifth and subsequent years of employment, an employee shall accumulate vacation monthly based on six (6) weeks per year.

The vacation entitlement is based on each employee's regular hours of work per week.

Vacation entitlement may be taken as earned. Employees may also bank one (1) week of earned vacation to be taken in the following year.

21.02 Vacation Entitlement – Relief Employees: Relief employees will receive vacation pay at the rate of six percent (6%) of wages at the end of each pay period following completion of five (5) years of continuous service with the Association. Relief employees must inform the Employer if they are unavailable for work due to vacations.

21.03 Leave Without Pay re: Vacation: Upon request, an employee who has exhausted their vacation leave will qualify for up to two (2) weeks of leave without pay following the completion of three (3) years of continuous service as a permanent employee.

21.04 Right of Employer to Require Vacation: Employees who have not submitted an annual vacation request by the ninth month following the first year of employment in which the vacation credits were earned may be required to take annual vacation as directed by the Employer.

21.05 Approved Leave During Vacation: Where an employee qualifies for sick leave, bereavement, or any other approved leave during their vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date at the employee's option.

ARTICLE 21: VACATION (Continued)

21.05 Approved Leave During Vacation: (Continued)

In all cases of illness while on vacation an employee will have their vacation credits credited corresponding to the number of days ill provided that a medical certificate is provided for all days claimed.

21.06 Statutory Holidays During Vacation: Statutory or declared holidays are not included in the vacation period,

21.07 Submission of Vacation Request: Employees in each setting will submit schedules for vacation time during peak periods: for the month of December – by November 7; for the period June 1 to August 31 by May 7. The Employer shall advise employees regarding approval of vacation within one (1) week of receipt of schedule submitted. In cases of conflict, seniority shall be the deciding factor. During periods outside of the above time frame, each employee's request will be approved on a first-come basis as per Article 19.08.

21.08 Notification Requirement for Vacation: Annual vacation leave will be granted at the mutual convenience of the employee and the Employer. Requests for annual vacation must be for a minimum of one (1) day and submitted in writing:

- a. Three (3) weeks in advance of the leave of more than five (5) days and
- b. One (1) week in advance of the leave of five (5) days or less.

The exception to this shall be in the case of the death of a person not covered by compassionate leave (see Article 22.02). In this case the Association will provide up to three (3) days vacation leave without notice if the employee has notified their supervisor and has booked relief staff (where applicable) to cover their shift(s).

21.09 Pay Advance for Vacation: It is understood that employees may receive their current pay cheques or any pay cheque for a period that falls during their vacation, before leaving on their annual vacation. Requests for advance pay cheques must be made ten days in advance of when they are needed.

21.10 Call-Back: No employee shall be called back to work while on vacation leave.

ARTICLE 22: SICK LEAVE

22.01 Sick Leave Defined (for Permanent Staff): Sick leave means leave with pay for up to twelve (12) days per year. In the event of illness the employee shall advise the supervisor prior to the employee's expected arrival at work. An employee failing to notify the supervisor will be considered absent without leave unless this requirement is waived.

Such a waiver will be granted when the employee was unable to give notification to the supervisor as a result of their illness or other valid reason.

22.02 Calculation of Sick Leave Credits: The calculation for sick days will be based on the number of days a person would normally work in the course of a year. Using a formula to calculate twelve (12) days for someone who works five (5) days per week, the percentage will be 4.615.

Therefore, a person working five (5) days per week, regardless of hours of work, will be entitled to twelve sick days per year. A live-in weekend staff person, recognizing their days of work as three (3) days per week, will be entitled to 7.20 sick days per year. A staff person working an overnight position, two (2) days per week, will be entitled to 4.80 sick days and someone working four (4) days per week will be entitled to 9.60 sick days.

For the purposes of recognizing only whole days the percentage will be rounded to the closest full day. So 7.20 would be 7; 4.80 will be 5; and 9.60 will be 10.

22.03 Extended Illness: A physician's certificate shall be provided upon request for any illness exceeding three (3) or more calendar days. An employee wrongfully claiming sick leave shall be considered absent without leave and may be dismissed.

22.04 Sick Leave – Other Applications: An employee may utilize their casual sick leave entitlement for illness within their immediate family (child, spouse, or parent of the employee).

This may also be applied to situations when an employee:

- a. is required to travel for the purposes of medical referral and/or treatment; or
- b. is unable to schedule medical appointments outside of their work hours. They shall have the right to utilize sick leave credits for such absence provided they have received prior authorization from the Employer, and provided they submit satisfactory proof of attendance at such appointment when required by the Employer to do so.

ARTICLE 22: SICK LEAVE (Continued)

- 22.05 Deductions From Sick Leave: A deduction shall be made from accumulated sick leave of all normal working days, exclusive of holidays, while absent for sick leave. All absences for full days or a portion thereof will be submitted on the “Leave Request” form within twenty-four (24) hours of the employee’s return to work.
- 22.06 Addiction Treatment: The Employer and the Union recognize alcoholism and drug abuse as treatable illnesses. Employees suffering from these are expected to seek treatment as they would for any illness which impairs performance of their work. All other conditions will be as the Association’s Personnel Policy relating to use of alcohol and drugs as well as sick leave policy.
- 22.07 Extension of Sick Leave: An employee with more than one (1) year of service who has exhausted their sick leave credits shall, upon application in writing, be allowed an extension of their sick leave to an amount equal to fifty (50) percent of their regular entitlement. This approval will be in writing. Upon returning to work, the employee shall repay the extension of sick leave in full at the rate of one-half of the monthly accumulation. At the time of application for the extension of sick leave, the employee will also be required to sign an agreement permitting the Employer to deduct any time owing in the event the employee or the Employer terminate the employment contract prior to full repayment of the sick leave extension. No employee shall have their services terminated by virtue of having exhausted their sick leave credits.
- 22.08 Pay Advance Provision: The Employer agrees, upon approval of claim, to advance monies to eligible permanent employees during absences caused by illness or accident coming within the group sickness and accident policy and the terms of the Worker’s Compensation Act of Alberta. The employee agrees in writing to reimburse the Employer for any monies advanced by the Employer.
- 22.09 Cost-sharing Benefits: The Employer agrees to continue to cost-share the medical benefit package at the prevailing level to a maximum of six (6) months while the employee is on a recognized sick leave.

ARTICLE 23: STATUTORY HOLIDAYS

- 23.01 Stat Days: The following will be considered paid holidays:

New Years Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

ARTICLE 23: STATUTORY HOLIDAYS (Continued)

23.01 Stat Days: Continued

The Association will also recognize all general holidays as proclaimed by the Province of Alberta and/or the Government of Canada. No deductions in the wages or salaries or benefits of any employee shall be made on account of these holidays occurring during a regular work period.

23.02 Stat Pay - Permanent Employee's Day Off: If the statutory holiday falls on a permanent employee's regular day off, and the employee is regularly employed a minimum of twenty (20) hours per week, he/she shall be entitled to an extra day's pay for same or a day off in lieu.

Qualification for the twenty (20) hours per week shall be calculated as follows:

- Total number of awake hours worked per week (Sunday – Saturday) plus one half (1/2) the number of sleep hours worked per week.

The “day” entitlement shall be calculated as follows:

- Total number of awake hours worked per week (Sunday - Saturday) plus one half (1/2) the number of sleep hours worked per week divided by five (5).

23.03 Stat Pay - Relief Employee: Relief staff will be paid one and one-half (1 ½) times their normal rate of pay for the hours worked, excluding sleep hours, when working on statutory holidays.

23.04 Stat Pay - Permanent Employee: When a permanent staff's shift falls on a statutory holiday and they are required to work, they shall receive either:

- a. Regular pay for the hours worked on a statutory holiday and equal time off in lieu, or
- b. Double their regular pay for the awake hours worked on a statutory holiday.

ARTICLE 24: LEAVE WITHOUT/WITH PAY

24.01 Leave Without Pay Request: Leave without pay may be requested for various reasons. Approval will be subject to the discretion of the Executive Director based on the following considerations:

- a. Operational requirements of the program
- b. Urgency of the need for leave
- c. Consistency with existing provisions for leave with pay

In general, leave without pay may be granted to extend leave beyond the period allowed for under leave with pay (eg. extended sick leave, compassionate leave); for educational leave; and for legitimate needs.

24.02 Compassionate Leave: Permanent employees will be entitled to three (3) days leave with pay at their regular rate of pay upon the death of a relative, defined as follows:

Son	Daughter	Mother	Father
Sister	Brother	Grandparent	Legal Guardian
Fiancé	Grandchild	Daughter-in-law	Son-in-law
Spouse	Sister-in-law	Brother-in-law	Grandmother-in-law
Mother-in-law	Father-in-law	Grandfather-in-law	

In the case of the death of an individual being served by the staff person, leave of three (3) days with pay will be granted, subject to operational requirements.

If the employee requires traveling time exceeding the maximum of allowed leave, the employee may apply to the Executive Director for additional leave without pay.

In case of responsibilities occasioned by the death of a relative, a further five (5) days leave without pay will be granted.

24.03 Pallbearer's Leave: If a permanent employee is a pallbearer at a funeral they will receive one (1) day off with pay. If the employee requires traveling time, the employee may apply to the Executive Director for one additional day off without pay.

ARTICLE 24: LEAVE WITHOUT PAY (Continued)

24.04 Court or Jury Duty:

- a. Pay Entitlement – Court Appearances: Where an employee is required to attend court, coroner's inquest, or other tribunal, to give evidence on any matter or occurrence or thing of which they have knowledge by reason of employment with the Employer, they shall be entitled to receive pay for hours lost from their normal work duties or such attendance fees as are awarded, in order to reflect normal pay for the period of time. Any attendance fees must be paid to the Employer with the exception of awarded expenses for travel, meals and lodging,
- b. Pay Entitlement – Jury Duty: Where an employee is subpoenaed for jury duty, pay provisions will apply in accordance with Article 25.04 (a).

ARTICLE 25: STAFF TRAINING AND DEVELOPMENT

25.01 Educational Access: The Employer will attempt, within means available to it, to provide educational access to the employee.

25.02 Educational Leave: An Educational leave consists of leave without pay granted to an employee so that they might receive additional education within the field. Leave may be sponsored by the payment of tuition only.

The length, terms and purpose of such leave will be agreed to in writing by the Employer and the employee.

Employees are eligible to apply for educational leave which is of benefit to or directly related to the aims and objectives of the Employer and/or enhance the employees' ability to carry out their job duties.

The Employer, at its discretion, may agree to the provision of educational leave or may offer educational leave or an educational opportunity to any of its employees. Upon completion of an educational leave without pay, the employee will return to work for an agreed upon length of time at a classification not less than the one held at the time of the beginning of the leave. Failing to return, the employee will repay such costs as agreed to in the terms of the educational leave.

25.03 Seniority Accrual During Leave: Seniority will accrue during leave of absence for up to six (6) months approved by the Employer for educational purposes.

ARTICLE 25: STAFF TRAINING AND DEVELOPMENT (Continued)

25.04 Time Off for Local Training Events: When a local conference or seminar overlaps an employee's regular hours of work, one (1) hour with regular pay will be granted between the end of the training session and the return of the employee to their place of work. In the event attendance is mandatory, and not a condition of employment, all hours will be paid time, to be taken as compensatory time.

ARTICLE 26: PARENTAL LEAVE

26.01 Maternity Benefits: The Employer and the Union both recognize the provisions and authority of the Maternity Benefits section of the Employment Standards Code of Alberta.

Entitlement shall be as outlined in the current "Code".

26.02 Leave Entitlement – Birth or Adoption: Two (2) working days with pay will be granted to permanent employees for either the birth or adoption of their child with the exception of employees already receiving parental leave.

26.03 Notice Requirement: The employee shall give two (2) weeks notice in writing of the day on which they intend to commence leave.

26.04 Medical Certificate: If pregnant, the employee may be required to provide a medical certificate giving the estimated time of delivery.

26.05 Leave Required by Employer: If, during the twelve (12) week period immediately preceding the estimated date of delivery, the pregnancy of an employee interferes with the performance of the employee's duties, Community Living may request the employee to commence maternity leave.

26.06 Benefit Coverage: Employees will continue to receive coverage through the Group Benefits and/or Alberta Health Care plans. The employee will be responsible for their share of premiums to a maximum of six (6) months with the employee assuming responsibility for 100% of premiums thereafter. Benefits will be at the level of coverage as of April 1, 1992, subject to continuation or changes by the carrier.

26.07 Right to Work During Pregnancy: The Employer shall not deny the employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to apply for another position, provided they are capable of doing the work and are otherwise entitled to by virtue of seniority. In the absence of a suitable vacant position the employee may elect to go on leave without pay.

ARTICLE 26: PARENTAL LEAVE (Continued)

26.08 Right to Work: An employee granted leave without pay for paternity reasons shall be returned to the position they occupied at the time their leave commenced or shall be provided with alternative work of a comparable nature, except in cases where Community Living Association has, through unavoidable reorganization, discontinued the position held by the employee prior to the leave.

In the event that the employee's position or a comparable position becomes open within a period of twelve (12) months from the expiration of the leave, they will be entitled to reinstatement in their position or be provided with the comparable position.

26.09 Resumption of Employment:

- a. Employees wishing to resume employment on the expiration of paternity leave shall provide two (2) weeks notice in writing of the day on which they intend to return to work.
- b. an employee, with the agreement of the Association, may shorten the duration of her entitlement following the day of delivery, by providing a medical certificate indicating that resumption of work will not endanger her health. In this instance, the employee would also be required to submit a request in writing two (2) weeks prior to her return to work.

ARTICLE 27: TRANSPORTATION

Driver's License/Vehicle Requirement: Permanent and relief employees may be required to have access to an automobile during working hours. When required the employee must possess a valid driver's license for the purpose of taking consumers to medical appointments, community events, meetings, etc.

This requirement as stated in the terms of agreement, may be waived at the discretion of the Executive Director. Such waiver will be in writing with copies to the employee and the Union.

Mileage Rate: The Association will pay a fixed mileage rate of thirty (.30) cents per kilometer for approved Association-sponsored travel.

Insurance Reimbursement: The Employer will reimburse an employee with the required insurance coverage up to a maximum of \$75. (in any one fiscal year) after six (6) months of continuous service.

ARTICLE 28: PAYROLL

28.01 Pay Period: Until July, 2004, the Employer shall pay salaries on the 15th and 30th, or the 2nd banking day prior to the end of the month. On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

Commencing July, 2004, the Employer shall pay salaries bi-weekly (every two weeks) and institute a direct deposit system. On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

28.02 Deductions From Pay: The Employer may not make any deductions from wages or salaries unless authorized by statute, court order, arbitration order or by the Agreement.

28.03 Wage Entitlement in Temporary Positions: When a permanent employee temporarily relieves in and performs the duties of a higher paid position at a flat rate of pay, they shall receive the rate for the job. When an employee temporarily relieves in and performs the principal duties of a higher paid position, for which a salary range has been established, they shall receive the rate for that position. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

ARTICLE 29: CONTRACTED WORK

29.01 Seniority Rights: Should the Employer contract out work presently performed by members of the bargaining unit, employees so displaced will be allowed to exercise their seniority rights, provided that they are qualified to displace employees with less seniority.

29.02 Notification to Union: The Employer will advise the Union in writing, of any pending contracting-out as soon as possible.

29.03 Notification to Employees: The Employer will provide as much advance notification as possible, in writing, to the employees affected.

ARTICLE 30: BENEFIT PACKAGE

30.01 Level of Coverage and Premiums: The benefit package will be at the present level of coverage and ratio of cost sharing as of October 1, 1995 and thereafter subject to continuation of changes by the carrier. Future increases in premiums will be paid by the employee. Changes to benefits will be submitted to C.U.P.E. sub-local 70 and to the Board of Directors of Community Living Association for approval. Permanent employees hired before September 30, 1993 and working less than 30 hours per week are eligible for benefit coverage.

Note: Attached Letter of Understanding

30.02 Benefits and Premiums for Part-time Employees: Permanent employees hired after September 30, 1993 who work less than 30 hours per week shall be eligible as a group for life insurance and long term disability (subject to approval and continuation by the carrier). Cost of premiums will be the same as for full-time staff and will be deducted from the employee's salary on a monthly basis.

ARTICLE 31: TERM OF AGREEMENT

31.01 Term of Agreement: July 1, 2003 – March 31, 2005

The Union and Southern Alberta Community Living Association agree that during any period of negotiations for a new Agreement, this contract shall, in accordance with the Alberta Labour Relations Code, Division 21 (130), remain in full force and effect until such time as either party commences strike or lockout action.

31.02 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.

31.03 Work Interruption During Negotiations: It is mutually agreed that while negotiations for a Collective Agreement are in progress, there shall be no strikes, stoppages or slowdowns in work on the part of the employees covered by this Agreement, nor any lockouts of employees on the part of the Employer against said employees.

ARTICLE 32: WAGES

32.01 Effective July 1, 2003 – Salaries adjusted as per Appendix “A”

In the event the Association receives additional funding allocated for wages during the period July 1, 2003 to March 31, 2005, the Union shall be notified in writing. Any percentage increase to wages shall be negotiated by both parties and applied to wages listed in Appendix “A”. In the event of failure to reach a negotiated Agreement that has been ratified by both parties within sixty (60) days from the first day of negotiations, the additional percentage amount allocated shall be added to all salaries and wages listed in Appendix “A”. The timelines established may, by mutual agreement, be extended in writing.

32.02 Wages are as identified in Appendix “A”

Employees hired prior to March 31, 2002 and whose rate of pay is higher than the rate of pay established in Appendix “A” for their pay band shall be “green circled”, and shall receive any wage increases allotted for their position. For the purpose of this Article, in pay band 400, Community Rehabilitation Worker II shall be considered the position.

In Witness whereof the parties hereto have caused these presents to be executed in their duly authorized officer in that behalf

On behalf of the Employer,
Southern Alberta Community
Living Association

Dee Manney
P. Manton/Gruel

/

Date *March 22, 2004*

On behalf of the Canadian
Union of Public Employees,
Sub Local 70

Stephen Dineen
JK Penochers

Date *Mar. 22/04*

Appendix "A"

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION

Salaries for positions funded by Southwest Child & Family Services

Effective July 1, 2003

Pay Band	Position Title	Start Rate – Awake	Job Rate - Awake
300	Secretary- Receptionist	\$12.26	\$12.26
	Community Rehabilitation Worker I	\$10.70	\$12.26
400	Community Rehabilitation Worker II	\$14.90	\$14.90

* All sleep hours will be paid at minimum wage.

All permanent staff shall receive 3% of their permanent gross earnings through contributions by the Employer into an RRSP.

This benefit shall be retroactive to July 1, 2003 and shall continue for as long as the employee maintains their permanent status with the organization. Contributions to the RRSP will align with the payroll system.

Appendix “A”

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION

Salaries for positions funded by Persons with Developmental Disabilities

Effective July 1, 2003

Pay Band	Position Title	Start Rate – Awake	Job Rate - Awake
300	Secretary- Receptionist	\$12.26	\$12.26
	Community Rehabilitation Worker I	\$10.70	\$12.26
400	Community Rehabilitation Worker II	\$14.90	\$14.90

* All sleep hours will be paid at minimum wage.

All permanent staff shall receive 3% of their permanent gross earnings through contributions by the Employer into an RRSP.

This benefit shall be retroactive to July 1, 2003 and shall continue for as long as the employee maintains their permanent status with the organization. Contributions to the RRSP will align with the payroll system.

Appendix “B”

SUBLOCAL 70 EXECUTIVE

Acting President	Stephen Tuttle	381-8683
Vice President		
Secretary Treasurer	Karin Desrochers	381-6522
Recording Secretary		

SUBLOCAL 70 SHOP STEWARDS

Karin Desrochers	381-6522
Arlene Mantic	328-4892
Chief Shop Steward Local 70	329-8584

Appendix "C"

Article 11.06

WAIVER OF REPRESENTATION

I acknowledge, under Article 11.06 of the Collective Agreement, my right to have a Steward or Union representative present during any discussion of disciplinary action between myself and a member of the Association's Management.

At this time, I choose to waive my right to have a Steward or Union representative present.

Employee Signature

Date

Union Representative

Date

Employer Representative

Date

LETTER OF UNDERSTANDING

between:

SOUTHERN ALBERTA COMMUNITY LIVING ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES (Local 70 - C.L.A.)

The Employer shall bear the cost of benefit premiums at the amount paid as of October 1, 1995.

Any fluctuations in the cost of benefits will be borne by the Employee to a maximum of 50% of the total cost. After 50% any increased costs shall be shared equally between the Employee and the Employer. All decreases to benefit premiums shall benefit the Employee when cost sharing is at the 1995 level.

This Letter of Understanding shall remain in effect for the term of the current Collective Agreement.

Dated at Lethbridge this 15 day of November, 2001.

CANADIAN UNION OF PUBLIC
EMPLOYEES (Local 70 - C.L.A.)

SOUTHERN ALBERTA COMMUNITY
LIVING ASSOCIATION








