

COLLECTIVE AGREEMENT

BETWEEN

ENTRUST ADULT LTD.

AND



**HEALTH CARE AND SERVICE EMPLOYEES UNION
(CLAC), LOCAL 301**

Duration: August 1, 2013 – July 31, 2015

Table of Contents

SECTION 1 - PURPOSE OF AGREEMENT	1
SECTION 2 - UNION RECOGNITION	2
SECTION 3 - MANAGEMENT RIGHTS	2
SECTION 4 - UNION REPRESENTATION.....	3
SECTION 5 - NON-DISCRIMINATION	6
SECTION 6 - NO STRIKES – NO LOCKOUTS	6
SECTION 7 - GRIEVANCE PROCEDURE	7
SECTION 8 – ARBITRATION	10
SECTION 9 - PROBATION PERIOD	12
SECTION 10 – SENIORITY.....	12
SECTION 11 - JOB POSTINGS	14
SECTION 12 – SCHEDULING.....	16
SECTION 13 – CALL IN PROCESS	18
SECTION 14 - HOURS OF WORK.....	19
SECTION 15 – BANKED TIME.....	20
SECTION 16 - STATUTORY HOLIDAYS	21
SECTION 17 – VACATION AND VACATION PAY.....	21
SECTION 18 - MATERNITY LEAVE.....	22
SECTION 19 - PARENTAL LEAVE	23
SECTION 20 - EDUCATION LEAVE	25
SECTION 21 - COMPASSIONATE CARE LEAVE.....	25
SECTION 22 - BEREAVEMENT LEAVE	26
SECTION 23 - JURY DUTY.....	26
SECTION 24 - PERSONAL LEAVE OF ABSENCE	27
SECTION 25 - JOINT LABOUR MANAGEMENT COMMITTEE	27
SECTION 26 – OCCUPATIONAL HEALTH AND SAFETY.....	28
SECTION 27 - JOB DESCRIPTIONS	29
SECTION 28 - ABUSE PROTOCOL PROCEDURE	30

SECTION 29 – WARNING, SUSPENSION & DISCHARGE	30
SECTION 30 – TRAINING AND IN-SERVICE	32
SECTION 31 – BENEFITS	32
SECTION 32 - WAGES & HOURLY RATES.....	33
SECTION 33 – PREMIUMS.....	34
SECTION 34 - PAY PERIOD.....	34
SECTION 35 - TERM OF AGREEMENT	35
SCHEDULE A – HOURLY RATES OF PAY	36
Letter of Understanding #1	37
Letter of Understanding #2	37

COLLECTIVE AGREEMENT

BETWEEN: ENTRUST ADULT LTD.
(hereinafter referred to as “the Employer”)

-and-

**HEALTH CARE AND SERVICE EMPLOYEES
UNION (CLAC), LOCAL 301**
(hereinafter referred to as “the Union”)

Period: August 1, 2013 – July 31, 2015

SECTION 1 - PURPOSE OF AGREEMENT

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) to establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.

SECTION 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as outlined in certificate # 30-2013 for the purposes of collective bargaining for all employees employed by the employer in Province of Alberta, save and except office and clerical personnel.
- 2.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will inform all new employees of the contractual relationship between the Employer and the Union at the time of the employee's hire.
- 2.03 If the Employer introduces a new department or classification, it will advise the Union in writing and provide details of classifications and proposed wage rates. If there is a dispute about the classifications the Union will notify the Employer, in writing, within thirty (30) days. If necessary, the matter will be resolved through the processes in Section 7 and Section 8 below.

SECTION 3 - MANAGEMENT RIGHTS

- 3.01 The management and the direction of the working force are the sole rights of the Employer, including the right to:
- a) plan, organize, direct, and control operations; schedule and assign work to employees;
 - b) determine the means, method, processes, and schedules of operation;

- c) maintain the efficiency of employees;
- d) establish and require employees to observe the Employer's rules and regulations;
- e) hire, layoff, transfer, or dismiss employees;
- f) discontinue jobs;
- g) maintain order and suspend, promote, discipline, and discharge employees;
- h) decide employee qualifications.

3.02 The foregoing enumeration of management's functions will not be deemed to exclude other functions not specifically set forth in this section. The Employer will therefore retain all management rights not specifically covered.

SECTION 4 - UNION REPRESENTATION

4.01 Except as permitted by this Collective Agreement, there will be no Union activities on Employer time or premises of the Employer without the prior permission of management.

4.02 For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- a) The Union has the right to appoint or elect four (4) stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances up to the filing of a 2nd step grievance.
- b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement

particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights under this Agreement.

- 4.03 The Employer is authorized to, and will, deduct administrative dues from the first paycheck after the start of this collective agreement; and union dues from each employee's weekly pay, effective from the start of this collective agreement. The employer is authorized to, and will, deduct administrative dues from the first paycheck of each new employee; and union dues from each employee's weekly pay, effective from the start of employment. Such deductions will be a condition of employment and will be an amount set by the CLAC National Convention.
- 4.04 The total amount deducted will be mailed to the Union's provincial office each month within two (2) weeks after month's end together with an itemized list of the employees for whom the deductions are made, the amount deducted, and the employees' social insurance numbers.
- 4.05 The Employer shall annually report on the employees T4 form (income tax slip) the amount of Union dues and administrative dues deducted (if applicable) from the employee in that year.
- 4.06 Employees who because of conscientious objection cannot support the Union may make written request to the Union to have their dues redirected to a charitable organization. The Union will treat such requests in accordance with its stated policy. Upon successful completion of the process, the Union will redirect the

employee's dues to a Registered Canadian Charitable Organization that is mutually agreeable to the employee and the Union.

- 4.07 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations.

The name, address, date of hire, social insurance number, and classification of new employees will be provided to the Union each month. A list of employees, ranked according to seniority and classification and showing the employees' rates of pay will be forwarded to the Union in April and October of each year.

- 4.08 A bulletin board will be supplied by the Union, to be located in an area of the office that is visible and accessible to all employees.

- 4.09 Stewards will not absent themselves from their work to deal with grievances or meet with new employees without first obtaining permission of management. Permission will not be unreasonably withheld but wherever possible such meetings will take place during rest and meal periods so as not to interfere with the efficient operation.

Any time off granted must be on the basis that it shall not in any respect detract from client care and the time must be within a limited reasonable allotted time within the day.

- 4.10 The Union has the right to appoint employees as members of its bargaining committee, provided the total number of bargaining committee members, including CLAC Representatives does not exceed five (5) individuals.

- 4.11 The Union has the right to appoint employees as members of its bargaining committee, provided the total number of bargaining committee members, including CLAC Representatives does not exceed five (5) individuals. Employee representatives will be granted time off without pay by the Employer in order to attend negotiations. The Union will pay the wages of the bargaining committee members for time spent bargaining during regularly scheduled shifts.

SECTION 5 - NON-DISCRIMINATION

- 5.01 The Employer or the Union will not discriminate against any employee under the grounds listed in the Human Rights, Citizenship and Multiculturalism Act and Regulations, as amended from time to time.
- 5.02 The Employer or the Union will not discriminate in any manner against any employee because of membership or non-membership in the Union.
- 5.03 Where the feminine pronoun is used in the Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa.

SECTION 6 - NO STRIKES – NO LOCKOUTS

- 6.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

- 6.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce hours of work or lay-off employees when this is not warranted by the workload.
- 6.03 It is the intention of the parties that during the life of this Agreement all disputes as to the meaning and application of this Agreement will be handled in accordance with the provisions of the Grievance Procedure of this Agreement.

SECTION 7 - GRIEVANCE PROCEDURE

- 7.01 In the event that a difference arises between the Employer and the Union or the Employer and one or more employees regarding the interpretation, application, or alleged violation of this Agreement, such difference will be settled without stoppage of work or lockout by way of one of the following procedures of settlement as applicable:

By the employee(s):

The employee or employees concerned, with or without a Steward in attendance, may first seek to settle the difference in discussion with his/her immediate supervisor and if the employee is not satisfied with the result, then the employee may discuss the matter with a Manager.

Step 1

If the difference is not resolved satisfactorily by discussion between the employee and the Manager, it then becomes

a grievance. The grievance will be reduced to writing, setting forth:

The nature of the grievance and the circumstances out of which it arose;
the remedy or correction required;
the Section(s) of the Agreement infringed upon or claimed to have been violated.

The written grievance will be submitted in this form to the Manager or designate within five (5) days of the act causing the grievance. The Manager or designate will give his or her written decision on the grievance form within five (5) days of receipt of the grievance and will provide the grievor and the Steward with a copy of the decision.

Step 2

In the event that the reply in Step 1 is unsatisfactory to the grievor, the grievance may be submitted to the Administrative Delegate, providing this is done within five (5) days of receiving the decision from the Manager or designate. Administrative Delegate will give a written reply to the grievor and the Union office within five (5) days of receiving the grievance at this step. A meeting between the grievor, a Union representative, the Administrative Delegate and the Manager will take place within five (5) days, if requested by the Union, to review the Administrative Delegate's written reply.

Step 3

In the event that a reply at step 2 is unsatisfactory to the grievor, the Union may submit the grievance to arbitration

within seven (7) days of receipt of the Employer's decision. A notice of submission to arbitration must be given in writing.

By the Employer or Union:

In the event that either the Employer or the Union on their own behalf wish to process a grievance, such grievance will be submitted by one party to the other, in writing, as set out above and will be submitted within ten (10) days of the act causing the grievance.

The party in receipt of the grievance must, within ten (10) days of having received it, inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within seven (7) days of the decision being rendered.

- 7.02 The time limits expressed in the foregoing will be exclusive of Saturdays, Sundays, Statutory Holidays, and normal time off of the employee(s) involved.
- 7.03 In the event that the initiator of the grievance fails to follow the procedure and time limits established in this section, the grievance will be deemed to be abandoned.
- 7.04 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance will advance to the next step.

SECTION 8 – ARBITRATION

- 8.01 If notice of desire to arbitrate is served, the two parties will meet in an attempt to obtain agreement to refer the matter to an agreed upon single arbitrator within seven (7) calendar days of receipt of notification. The arbitrator will meet as soon as possible of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing and will render a decision in writing to the parties as soon as possible after completion of the hearing.
- 8.02 If the parties fail to agree on an agreed single arbitrator within seven (7) calendar days as required above, then either party may request the Minister of Labour to appoint an impartial arbitrator.
- 8.03 The decision of the single arbitrator will be final and binding on the two parties to the dispute and will be applied forthwith.
- 8.04 The Union and the Employer may mutually agree to appoint a three person arbitration board as an alternative to the above. The procedure for this is outlined in subsections 8.05 to 8.07.
- 8.05 Within seven (7) calendar days of receipt of notification by the one party, the other party will nominate its choice of nominee by notice in writing. The two nominees so nominated will meet forthwith and if within seven (7) days of their first meeting they have failed to settle the grievance, they will attempt to select, by agreement, the chairperson for the arbitration board. If they are unable to agree upon the choice of such chairperson within a further period of twenty-four (24) hours, they will then

request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.

- 8.06 After the arbitration board has been formed by the above procedure, it will meet within twenty-one (21) calendar days of the appointment of the chairperson and hear such evidence as the parties may desire to present to assure a full, fair hearing and will render its decision in writing to the parties within fourteen (14) days after completion of the hearing.
- 8.07 The chairperson will have the authority to render the decision with the concurrence of either of the other members and a decision thus rendered will be final and binding.
- 8.08 The arbitration board or single arbitrator, by its decision, will not alter, amend, or change the terms of this Agreement.
- 8.09 Each of the parties to this Agreement will bear the expenses of its nominee to the arbitration board and the fees and expenses of the chairperson or single arbitrator will be borne equally by the two parties to the dispute.
- 8.10 The Union or the Employer may propose an Expedited Mediation-Arbitration Procedure within sixty (60) days after the grievance has been filed as per Section 7.01. Within seven (7) days of the request for expedited mediation-arbitration, either party must respond as to their decision to proceed to expedited mediation/arbitration or arbitration under 8.01.

The expedited mediation/arbitration procedure shall be held within ninety (90) days of the decision to proceed to expedited mediation/arbitration.

The final and binding decision will be presented within thirty (30) days of the completion of the expedited mediation/arbitration.

SECTION 9 - PROBATION PERIOD

- 9.01 New employees will be on probation for a period three (3) months. The probationary period may be extended upon mutual agreement of the parties to this agreement. During this probation period employees may be discharged by the Employer without recourse to the Grievance Procedure or Arbitration sections of this Agreement.
- 9.02 Employees will have seniority status after successful completion of the probation period. Seniority will be calculated from the day the employee commenced employment.

SECTION 10 – SENIORITY

- 10.01 Seniority is the ranking of employees in accordance with the day the employee commenced employment.
- 10.02 Where there is a reduction of hours necessitating the layoff of employees, such layoff will be by seniority within the classification, and ability to perform the work. Employees will be recalled by seniority in the same manner.

- 10.03 If a position is eliminated, the employee affected will be moved into an equivalent position which he is qualified for and the employee with the least seniority will be laid off or placed on the casual list.
- 10.04 When possible, the employer will consult the Union at least two (2) week prior to the layoff of employees.
- 10.05 An employee will lose seniority if the employee:
- a) resigns or retires;
 - b) is discharged for cause (unless the discharge is overruled in the Grievance Procedure);
 - c) is absent without permission in excess of two (2) days without notice for reasons not satisfactory to the Employer;
 - d) fails to report to work after seven (7) days when recalled from layoff. An employee has to be recalled by both e-mail and registered mail at the last known address on file with the Employer;
 - e) is laid off for a continuous period of one (1) year and has less than one (1) year of seniority;
 - f) is laid off for a continuous period of two (2) years and has one (1) year of seniority or more.
- 10.06 The Employer will give an employee two (2) weeks written notice of layoff delivered by hand or sent by registered mail to the employee's last address on file.

SECTION 11 - JOB POSTINGS

11.01 When filling any vacancy the Employer shall give preference to qualified applicants as follows:

Employees with seniority;

Employees who have not attained seniority (probationary employees);

Applicants from outside Entrust.

Qualified applicants shall be determined by the Employer in its discretion acting reasonably and in accordance with the recognized requirements for such work, and shall be determined through consideration of the following factors: the employee's reliability, safety record, training, knowledge, efficiency, ability to perform the work, and other relevant attributes pertinent to the job.

11.02 The Employer will post permanent job vacancies and temporary vacancies that are expected to be for a period of four (4) weeks or longer in a location that is readily available to all employees. The posting will indicate:

classification;

the starting date of the position;

qualifications required;

anticipated duration, if position is temporary;

shift block

11.03 When filling a job vacancy, the Employer will consider:

a) seniority;

b) skill, qualification and ability.

When the qualifiers in “b” above are relatively equal, then seniority will govern.

- 11.04 The employer will select the successful applicant from the list based on the criteria listed in 11.01 and 11.03.

The Employer will fill further openings resulting from postings as outlined in 11.01 and 11.03 above and in accordance with the posting procedure.

- 11.05 Notice of a vacant position, and any vacancy resulting from filling such position, shall be posted on the house computers for five (5) calendar days. Job postings shall also be e-mailed to all employees.
- 11.06 In the case of an emergency intake, the Employer will use casual employees until the posting process is complete.
- 11.07 Upon ratification, employees who are interested in applying for postings shall notify the office in writing or the residential program manager by email, listing the type of shift and position that the employee is interested in posting into and if they will need to give up a current block of shifts to accommodate the new schedule. It is the responsibility of the employee to ensure that the Entrust office has their most current contact information. The names will be put into a pool of applicants listed by seniority. A copy of the list shall be provided to the Union and shall be updated and sent to the Union two times per year and upon request.
- 11.08 The employer will select the successful applicant from the list based on the criteria listed in 11.01 and 11.03.

- 11.09 The employer will fill further openings resulting from postings as outlined in 11.01 and 11.03 above and in accordance with the posting procedure. When the filling of the vacant position creates a second shift block becoming available, such vacancy will be posted for 48 hours. When the filling of the vacant position creates a third shift block becoming available, such vacancy will be posted for 48 hours. If another shift block becomes available, employees who are in the pool of applicants will be called in order of seniority. If no party is found to be interested within 48 hours an outside applicant can be hired for the vacant position.
- 11.10 Once a position is filled and the employee has accepted his new assignment the employee will be given verbal confirmation that the new schedule will be in effect no less than forty eight (48) hours prior to the start of the new schedule.
- 11.11 The applicant selected to fill a vacant position shall be paid as follows:
- She shall receive the rate in effect for the new classification at the time of transfer;
- 11.12 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.

SECTION 12 – SCHEDULING

12.01 Definitions

Full-time employee means an employee who is regularly scheduled to work 32 hours per week.

Part-time employee means an employee who is regularly scheduled to work less than 32 hours per week.

Casual employee means an employee that does not have regularly scheduled shifts except when utilized for sickness relief and vacation relief.

- 12.02 All schedules will be given to each employee in paper form or electronic by email by a Management delegate and will be seen as a permanent schedule until a new schedule is given to the employee by an Administration Delegate or a Service Manager.
- 12.03 A schedule will be changed if the employee relinquishes the shifts that has been assigned to them, accepts a new schedule through the application process, or is terminated. When an employee wishes to permanently relinquish a part of their schedule, the whole block of hours must be relinquished. Notification of relinquished hours needs to be submitted to the Entrust Office in paper form or by email to the Residential Program Manager.
- 12.04 Employees will be given in writing a new schedule of a shift change forty eight (48) hours prior to schedule changes by an Administration Delegate, This notification is not necessary in the event of an emergency or other force majeure that is beyond the control of the employer.
- 12.05 The Employer reserves the right to call staff that are working on shift and ask them to attend to a different residence for the remainder of their assigned shift in the case where their client is away.
- 12.06 Employees may be sent to venues that are not residences that may include and are not limited to:

hospitals, clients homes; client family homes; and public venues. Employees may be asked to support individuals to attend their personal appointments and programming that they may have during the day. Employees can choose to drive their own vehicle if they have been approved by the Entrust office or they will have bus tickets provided.

- 12.07 When an employee is required to go from one Entrust residence to another Entrust residence at shift change and there are two employees on shift, then the employee moving to the alternate location will be given one half hour ($\frac{1}{2}$ hr) lead time to get to shift. Employees moving from one shift to another will be given an additional fifteen (15) minutes grace period
- 12.08 Any changes to the shift blocks will be determined by the Joint Labour Management Committee.

SECTION 13 – CALL IN PROCESS

- 13.01 Employees who wish to pick up extra shifts will make request in writing including shifts they are interested in and current contact information. The employees will be listed by seniority and the employer will use this list to call in employees by seniority for shifts that are more than 48 hours ahead if the shift cannot be filled by casual staff. A copy of the list shall be provided to the Union and shall be updated and sent to the Union two times per year or as requested.
- 13.02 For shifts that need to be temporarily filled and are less than 48 hours ahead the employer will send out a notice via text message or email upon the receipt of the request

to a Manager from the staff member. The first staff to respond to the notice will be given the shift.

- 13.03 If the shift has already begun, the staff who was given the shift will arrive at the shift within one hour of the shift being accepted. If the employee is not there within one hour, the process of filling the shift will start again.
- 13.04 If the shift goes unfilled, the employee that is required to work the majority of a shift by themselves will receive a \$5 per hour premium.
- 13.05 If multiple employees arrive for an on call shift, the service manager will be contacted. The employees will need to provide evidence of confirmation that the shift was given to them. The employee with the evidence will fill the shift. The employee with no evidence will be sent home without pay.
- 13.06 In the event where both employees were given confirmation, the employee with the more seniority will be awarded the shift. The employee with less seniority will be reassigned for a minimum of three hours. If a regularly scheduled employee has been doubled booked with an employee with more seniority, the employee with the regularly scheduled shift will take the entire shift and the other employee will be re-assigned for a minimum of 3 hours.

SECTION 14 - HOURS OF WORK

- 14.01 The normal hours of work shall be in accordance with Employment Standards and Regulations.

- 14.02 Monday will be considered the first day of the workweek for the agreement.

SECTION 15 – BANKED TIME

- 15.01 Hours worked in excess of two hundred and sixty four (264) hours in a one (1) month period will be banked and used for time off with pay. Banked hours will be applied to the second pay period of the month for any hours exceeding two hundred and sixty four (264) per month.
- 15.02 Employees who plan take time off and be paid accrued banked time, shall notify the employer at least three weeks ahead of start of the requested time off.
- 15.03 The Employer will notify the employee in writing indicating whether the time off is granted within 2 weeks of receiving the request when the request is made four weeks or more ahead of the requested time off.
- 15.04 The Employer will notify the employee in writing indicating whether the time off is granted within 1 week of receiving the request when the request is made between three and four weeks ahead of the requested time off.
- 15.05 The Union and the Employer will jointly draft a document outlining the maximum amount of banked hours allowed and the process for taking time off.
- .

SECTION 16 - STATUTORY HOLIDAYS

- 16.01 The following days will be paid statutory holidays:
New Year's Day, Alberta Family Day, Good Friday,
Victoria Day, Canada Day, Labor Day, Thanksgiving Day,
Remembrance Day, Christmas Day
- 16.02 If and when additional holidays are proclaimed by the
Federal or Provincial Government, such holidays will be
considered statutory holidays for the purposes of this
Agreement.
- 16.03 Employees working on a statutory holiday will be paid
time and a half (1.5x) for each hour worked.

And;

If a statutory holiday falls on a day that would normally
have been a work day for the employee, the employee
will be paid statutory holiday pay of an amount that is at
least the average daily wage of the employee, regardless
of whether they work or not on the statutory holiday.

SECTION 17 – VACATION AND VACATION PAY

- 17.01 Employees shall be entitled to vacation time off and
vacation pay according to the corresponding continuous
year of employment completed.
- 17.02 Employees will be paid at a rate of 4% vacation pay until
they have reached the 5th year of employment. Upon the
anniversary of their 5th year of employment the employee
will be paid at 6% vacation pay.

- 17.03 Employees who plan take vacation time off shall notify the employer at least three weeks ahead of start of the requested time off.
- 17.04 The Employer will notify the employee in writing indicating whether the time off is granted within 1 week of receiving the request when the request is made between three and four weeks ahead of the requested time off.
- 17.05 The Employer will notify the employee in writing indicating whether the time off is granted within 2 weeks of receiving the request when the request is made four weeks or more ahead of the requested time off.
- 17.06 Time off will be granted on a first come first serve basis. No more than ten (10) employees can take vacation at the same unless operational requirements permit it.

SECTION 18 - MATERNITY LEAVE

- 18.01 An employee who is pregnant will be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of fifteen (15) weeks -twelve (12) weeks prior to the expected delivery date and no more than six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of her maternity leave provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to maternity leave. Benefit entitlement for the fifteen (15) week period will be according to the Employment Standards Code.
- 18.02 An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related

to the birth or the termination of the Maternity, she is unable to return to work when her leave ends under sub-section 18.01.

- 18.03 All requests made under sub-section 18.02 must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the fifteen (15) weeks under the Employment Standards Code) while they are on an extension of Maternity leave.
- 18.04 In addition to the Maternity leave set out above, the attending physician, certifying that the health of the mother or child may be in danger by the mother continuing to work, may extend such leave prior to delivery.
- 18.05 Benefit entitlement for these periods will be according to the Employment Standards Code

SECTION 19 - PARENTAL LEAVE

- 19.01 An employee who requests parental leave under this Section is entitled to the following.
- a) For a birth mother who takes leave within one year of the birth of a child and in conjunction with Maternity leave taken under Section 18 - up to thirty-seven (37) weeks of unpaid leave beginning immediately after

the end of the leave taken under Section 18 unless the Employer and the employee agree otherwise.

- b) For a birth mother who does not take a leave under Section 18 in relation to the birth of a child - up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
- c) For a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
- d) For an adopting parent - up to thirty-seven (37) weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under the provisions above.

Employees must qualify under the Employment Insurance Parental Leave provisions in order to receive this leave and must supply the Employer with all required documentation.

- 19.02 The employee is required to give the Employer four (4) weeks advance notice, in writing, of their intention to take a leave. Benefit coverage will be as required in the Employment Standards Code.

SECTION 20 - EDUCATION LEAVE

20.01 Employees with three (3) or more years of service with the Employer may request an educational leave of absence for up to two (2) years without loss or gain of seniority. Employees will make application for such leave no less than three (3) months in advance and will make their application in writing to the Manager. Such leave will be granted on a one (1) time basis for each employee.

Employees who are granted an Education Leave may request to be scheduled for work during school breaks.

Employees on Education Leave must be in full time attendance at a recognized secondary or post-secondary educational institute in order to qualify for this leave and to maintain their employment status with the Employer.

Employees must provide the Employer with written notice of their intended date of return to work thirty (30) days prior to their actual return.

SECTION 21 - COMPASSIONATE CARE LEAVE

21.01 An employee with an immediate family member in need of special care shall be entitled to a leave of absence without pay for a minimum period of eight (8) weeks. The leave may be extended to up to twenty six (26) weeks.

21.02 For purposes of compassionate care leave, immediate family member shall include spouse, child (including step-children), parent (including step-parent), brother and/or sister of the employee, grand-parent of the employee, parent-in-law, or other family member living with the employee if the employee is the primary care giver.

21.03 Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

21.04 Benefit coverage will be as required in the Employment Standards Code.

SECTION 22 - BEREAVEMENT LEAVE

22.01 In the event of death in the immediate family of an employee, the employee will be entitled to up to three (3) days off with pay.

The term immediate family will mean: spouse, child, mother, father.

22.02 Employees will be granted time off without pay for other family member not listed above. For immediate family, a reasonable amount of additional time off will be granted without pay, upon request.

SECTION 23 - JURY DUTY

23.01 Employees summoned to Jury Duty or subpoenaed as a material witness will be granted by the employer without pay.

SECTION 24 - PERSONAL LEAVE OF ABSENCE

24.01 Employees may make application for leave of absence in excess of thirty (30) calendar days without pay or paid with banked time, for personal reasons or family distress.

The Employer will consider length of service, compassionate reasons for the leave, and operational requirements in the decision of whether to grant such a leave and length of time for such leave. The Employer will not unreasonably deny requests for a leave of absence.

Leaves of absence for personal reasons will not exceed one (1) year.

24.02 Personal Leaves of Absence will not be granted for the sole purpose of engaging in other employment.

SECTION 25 - JOINT LABOUR MANAGEMENT COMMITTEE

25.01 The parties agree to establish an active Labour/Management Committee.

25.02 The purpose of the Joint Labour Management Committee is to create a forum where the parties can work together to ensure the fair and equitable local administration of the Collective Agreement.

In order to create a harmonious work environment for all employees, the Joint Labour Management committee will ensure that the actions of the Employer and the Union are in good faith and are free from arbitrariness and

discrimination. The areas of discussion may include, but are not limited to:

Health & Safety;

Employee Relations and morale;

Fair and equitable scheduling of shifts and time off;

Probationary employees;

Training; and

Job Postings

Contract Compliance and Client Satisfaction.

25.03 The Committee shall keep minutes of its meetings and post them on the Union board. A copy will be forwarded to the Union's regional office concerned.

25.04 The Committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the Committee.

25.05 The Committee shall arrange labour/management meetings by mutual agreement of the parties.

25.06 Stewards serving on the Committee shall be paid at their regular hourly rate for meeting time during their hours of work.

SECTION 26 – OCCUPATIONAL HEALTH AND SAFETY

26.01 The Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. Should there

be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid her regular rate of pay for attendance at these committee meetings.

26.02 The Occupational Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.

26.03 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within Forty-five (45) calendar days from the date the recommendation is made, the Union Representative may direct that the item be referred to the CEO of the Employer forthwith. A written reply will be given within fourteen days (14) of the presentation by the committee.

SECTION 27 - JOB DESCRIPTIONS

27.01 The Employer will provide the Union with up to date job descriptions upon request.

SECTION 28 - ABUSE PROTOCOL PROCEDURE

- 28.01 If an employee of Entrust has a report of abuse made against them it will be understood that the employee will be suspended with pay from active duty until the preliminary investigation is completed and submitted to the residential program manager for review within 48 hours of report. At such time a determination will be made by the residential program manager in consultation with the Union Representative if the employee will be reinstated or whether more severe action will need to be pursued.
- 28.02 In the event that the abuse claim is submitted to Persons for Protection in Care (PPC) the employee in question will be reassigned to duties that do not include work with the client for which the abuse allegation exists.
- 28.03 Any employee of Entrust will be expected to participate openly and freely in any abuse investigation.

SECTION 29 – WARNING, SUSPENSION & DISCHARGE

- 29.01 Unsatisfactory conduct and/or performance by an employee may be grounds for discipline up to and including dismissal. The Employer will follow progressive discipline.

Other than immediate termination for just cause; if the Employer is dissatisfied with the performance of an employee in any substantial aspect, the following disciplinary process will occur:

Initial warning to be provided, stating the specifics of concern and the duration of time within which improvement is to occur.

If improvement does not occur within that duration, a second notice providing specifics will be given.

If improvement does not occur within that duration, a third notice providing specifics will be given. Depending on the severity of the incident, a suspension may be given.

If the matter is not resolved the end of the third time period, a suspension may be given or, specific notice or payment in lieu thereof will be given to the employee and termination of employment will occur.

Discussion between the Employer and the Union will occur whenever possible.

Right to Representation by a Union Steward: A Union steward will accompany an employee who is subject to disciplinary action.

- 29.02 When the behavior or performance of an employee calls for a warning by the Employer, such corrective action shall be presented to the employee in writing and in the presence of a Union Steward, and a copy of this warning shall be forwarded immediately to the Union. Letters of warning or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue.

SECTION 30 – TRAINING AND IN-SERVICE

- 30.01 Information will be provided to employees through:
- training provided while on shift by manager
 - through phone call from office
 - text message
 - email
- 30.02 In order to adhere to all legislative and regional requirements, the Employer will maintain an adequate training and in-service program. Each Employee shall be required to attend all relative training and in-service sessions as directed by the Employer. All Employees shall be paid at their regular rate for attendance of all in-service programs initiated by the Employer.
- 30.03 The Employer will provide in person tutoring for the Foundation Course online test. Employees who choose to utilize this training will do so on their own time.

SECTION 31 – BENEFITS

- 31.01 The Employer will pay 70% of the premium costs towards the Benefit Service Plan, administered by the CLAC Health and Welfare Trust Fund for each employee who works a regular shift.
- 31.02 Employees will be automatically enrolled in the CLAC Benefit Service Plan, unless the employee proves they have other coverage where he shall be exempt for the Dental and Extended Health sections only.

- 32.03 The Employer shall remit premiums to the CLAC Western Health & Welfare Trust Fund once a month, for the insurance coverage outlined herein, subject to the conditions stated in the insurance policies.
- 32.04 The Employer will provide a list of Employees participating in the CLAC Benefit Service plan along with monthly remittances to the CLAC Western Health & Welfare Trust Fund.
- 32.05 It is understood that agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this agreement.
- 32.06 In the event of a change in status from full time or part time to casual, or vice versa, Benefit payments shall be changed accordingly.

SECTION 32 - WAGES & HOURLY RATES

- 32.01 The Employer agrees to pay all persons covered by the terms of this Agreement in accordance with the attached Schedule of Wages during such as time as the agreement is in force.

SECTION 33 – PREMIUMS

- 33.01 \$5.00 per hour working short premium
\$1.15 for Team Leader for 8 hours a day for 5 days a week (Wednesday to Sunday) for all Adult houses

SECTION 34 - PAY PERIOD

- 34.01 Pay periods end at midnight on the 15th and the last day of the month.
- 34.02 Calendars must be submitted to the Employer three days before payday.
- 34.03 Paydays will be as follows: For hours worked from the 1st to the 15th of the calendar month will be paid out on the last business day of the month. For hours worked from the 16th to the last day of the calendar month it will be paid out on the 15th of the next calendar month or the last business day before the 15th of the month.
- 34.04 If there is an error in pay, the Employer will correct the error and pay the employee within 3 business days.
- 34.05 In the event of an overpayment, the Employer will contact the Union and the employee to determine a fair repayment plan off of future pay cheques.
- 34.06 If a calendar is not submitted or is submitted late then the employee will be paid the next regularly scheduled pay day.

SECTION 35 - TERM OF AGREEMENT

35.01 This Agreement shall commence on August 1, 2013 and shall continue in full force and effect up to and including July 31, 2015 and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from one hundred and twenty (120) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

Dated at Edmonton, Alberta this 29th day of November 2013.

Signed on behalf of
ENTRUST ADULT INC.

Signed on behalf of
**HEALTH CARE AND SERVICE
EMPLOYEES UNION (CLAC)
LOCAL 301**

Per _____
Authorized Rep

This document is for
informational purposes only.
Official signed documents are
held on file at the CLAC office
in Edmonton.

_____d Representative

Per _____
Authorized Rep

_____d Representative

SCHEDULE A – HOURLY RATES OF PAY

Effective August 1, 2013:
(All rates are retroactive to August 1, 2013)

CSW - \$15.00

CSW II - \$17.50

Night Shift - \$12.50

Mentor - \$18.50

Overscale rates will be red circled.

Letter of Understanding #1

RE: Wage Review

The parties agree to the following procedure during for the duration of this Agreement.

The parties agree to conduct a review of the Schedule A by June 1, 2014.

If the parties agree to an adjustment, wage rates will be adjusted accordingly

If the parties cannot agree, the issue will be referred to Final Offer Selection arbitration.

Letter of Understanding #2

RE: Payroll Procedures

Tentatively starting March 1st Calendars must be summited to the Employer the day after cutoff date Payday will be 7 business days after the cutoff date. Cutoff days will remain as 15th of the month and the last day of the month.

ENTRUST ADULT INC.

202-12013 76 St
Edmonton, AB T5B 2C9
Telephone: 780-760-1091
Facsimile: 780-414-1095
webpage

**HEALTH CARE AND EMPLOYEES UNION
(CLAC), LOCAL 301**

14920 118 Ave.
Edmonton, AB T5V 1B8
Telephone: 780-454-6181
Toll Free: 877-863-5154
Facsimile: 780-451-3976
edmonton@clac.ca
www.clac.ca

**WESTERN BENEFITS
1-888-600-2522**

232-2333 18 Ave. NE
Calgary, AB T2E 8T6
Telephone: 403-686-0288
Toll Free: 866-686-0288
Facsimile: 403-686-0357
calgary@clac.ca
www.clac.ca

1-400 TaigaNova Cres
Fort McMurray, AB T9K 0T4
Telephone: 780-792-5292
Toll Free: 877-792-5292
Facsimile: 780-791-9711
fortmcmurray@clac.ca
www.clac.ca