

COLLECTIVE AGREEMENT

BETWEEN

EXCEL RESOURCES SOCIETY
GERARD RAYMOND CENTRE

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

Renewal: ***December 31st, 2026***

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THIS AGREEMENT MADE this _____ day of _____, _____.

BETWEEN: Excel Resources Society (Gerard Raymond Centre)
(hereinafter referred to as the “Employer”)

Party of the First Part

AND: United Food and Commercial Workers Canada Union,
Local No. 401
(hereinafter referred to as the “Union”)

Party of the Second Part

The Parties mutually agree as follows:

Article 1 – Purpose of Agreement

The purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its employees, and to establish the necessary procedures and provisions to assist both the Employer and the Union to accomplish their objectives.

Article 2 – Recognition and Jurisdiction

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees of Excel Resources Society, namely, “All employees at **the** Gerard Raymond Centre”.
- 2.2 No employee shall be required or permitted to make any written or verbal agreement that may be in conflict with this Collective Agreement.

2.3 “Employee” means a person employed by the Employer who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:

- (a) “Full-time Employee” is an employee who occupies a permanently established full-time position and is regularly scheduled to work the full specified hours in the Hours of Work Article of this Collective Agreement.
- (b) “Part-time Employee” is an employee who occupies a permanently established part-time position and is regularly scheduled to work less than an average of thirty (30) hours per week as determined by the Employer.
- (c) “Temporary Employee” is an employee who is hired on a temporary basis for a full-time or part-time position:
 - (i) For a specific job, the duration of which is more than three (3) months but less than twenty-four (24) months; or
 - (ii) To replace a full-time or part-time employee who is on approved leave, the duration of which is in excess of three (3) months.

A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement applicable to full-time or part-time employees as the case may be.

A temporary employee shall not have the right to grieve the termination of their employment upon completion of the temporary position.

- (d) “Relief Employees” is an employee who:
- (i) Is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) Relieves for absence, the duration of which is three (3) months or less; or
 - (iii) Works on a call-in basis.

The provisions of this Collective Agreement shall not apply to relief employees except as specifically stated in the Collective Agreement.

The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, **9.1, 9.9, 9.11, 9.12**, 10, 11.1, 12.1, 12.2, 15, 17, 18, 20, 21, 22, 23, and Appendix “A” shall apply to relief employees.

2.4 The provisions of this Collective Agreement shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

2.5 The Collective Agreement does not apply to the following:

- (a) Students on paid work experience programs.
- (b) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial, and/or Federal Government.

Article 3 – Management Rights

- 3.1 The Employer will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive right to determine all matters pertaining to the management of the Employer and its affairs. Without limiting the generality of the foregoing, such Employer rights shall include the right to:
- (a) Maintain order, discipline efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) Direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) Hire, promote, transfer, layoff, and recall employees;
 - (d) Demote, discipline, suspend, or discharge for just cause.

Article 4 – Union Security

- 4.1 All employees of the Employer covered by this Agreement, shall as a condition of continued employment, become members in good standing of the Union. The Employer shall

be free to hire new employees who are not members of the Union, provided said non-members shall apply for and become members at the point of hiring. The Employer will supply a copy of an application (provided by the Union) for Union membership to each new employee hired. The form will be returned to the Union within seven (7) calendar days of the date the employee completes the form.

- 4.2 The Employer shall provide fifteen (15) minutes of paid time for each employee or group of employees in the first month of employment for the Union Stewards or Union Representative to provide a proper Union orientation. The Employer will ensure that the time required for this orientation is allotted.
- 4.3 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 4.4 The employees covered by this Collective Agreement have the right to have the assistance of a Union Steward and/or a representative of the Union who shall have access to the Employer premises in the processing of a grievance(s) with the Employer, or for the purpose of updating the Union's on-site bulletin board as necessary, or assisting in the settlement of any matter arising out of this Collective Agreement with prior permission of the Site Director, or designate, which shall not be unreasonably withheld.
- 4.5 Employees of the Employer who are Union Stewards shall not suffer loss of regular straight time wages for time spent in

Union-Management meetings, grievance meetings, performing Union Steward functions as provided in this Collective Agreement.

- 4.6
- (a) The Union shall have the right to appoint or otherwise select four (4) Union Stewards from **the Gerard Raymond Centre** work site.
 - (b) The Union shall notify the Employer, in writing, of the names of each Union Steward before the Employer shall be required to recognize them.
 - (c) ***The Union can select one (1) Union Steward to be protected from layoffs regardless of seniority or job classification. The Union may appoint more than one (1) Union Steward in accordance with Article 4.6 (a); however, only one (1) Union Steward may be protected from layoffs regardless of seniority or job classification.***
 - (d) The Union acknowledges that the Union Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their immediate Supervisor who is not within the scope of the bargaining unit. Each Union Steward shall, with the consent of their Supervisor, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union Steward as provided in this Collective Agreement. Such consent from the Supervisor shall not be unreasonably withheld. When Union Stewards or Union Representatives are meeting with an employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place during the employee's coffee or meal breaks. Where this is not possible, the employee must receive

approval of their immediate Supervisor who is not within the scope of the bargaining unit prior to leaving their regular duties.

- (e) If, in the performance of their duties, a Union Steward is required to enter an area in which they are not ordinarily employed, they shall immediately upon entering such area, report their presence to the Supervisor who is not within the scope of this Agreement.

- 4.7 The Employer will provide appropriate space for a locking bulletin board, supplied by the Union, for use by the Union at each of the Employer's work sites which are accessible to employees. The bulletin board shall be used for the posting of Union information directed to its members. The Union shall not post material which is derogatory toward the Employer.

Article 5 – Deduction of Union Dues

- 5.1 The Employer shall deduct from the wages of each employee such Union dues and assessments at such rates as the Union directs.
- 5.2 Money so deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than fifteen (15) days following the end of the Employer's four (4) or five (5) week accounting period accompanied by a written statement of the names of employees for whom the deductions were made and the amount of each deduction.
- 5.3 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

- 5.4 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.5 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect one (1) full calendar month following the notification.
- 5.6 ***Either party may request a meeting to discuss any concerns with respect to the deduction and remittance of Union dues, initiation fees, or other assessments made by the Union.***
- 5.7 ***The Employer agrees to make a contribution to the Union Education and Training Fund of fourteen (\$0.14) cents per hour for each hour that employees work.***

Article 6 – Grievance Procedure

- 6.1 A difference between the parties as to the interpretations, application, operation, or any contravention or alleged contravention of the terms and provisions of this Agreement shall be considered as a grievance.

The Union or the Employer may present a grievance.

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible and it is generally understood that employees should attempt to give their Site Manager, who is not within the scope of this Collective Agreement or ***their*** designate, an opportunity to address the complaint. The Site Manager or ***their*** designate shall render ***their*** decision within two (2) days.

If an employee has any complaint or question which **they** wish to discuss with the Employer, the employee may, either alone or with the assistance of **their** Union Steward, discuss the matter with the employee's Site Manager who is not within the scope of this Collective Agreement or **their** designate. The employee may request the Union Steward to act on **their** behalf in the presence of the employee in order to achieve a resolution.

- 6.2 If such complaint or question is not settled to the satisfaction of the employee concerned, it may be submitted as a grievance and the following steps of the grievance procedure shall be invoked.
- 6.3 Time limits and procedures contained in this grievance procedure are mandatory. Failure to initiate a grievance within the prescribed time limit and in accordance with the prescribed procedure shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure. A grievance shall lapse if no request for arbitration is made within ninety (90) calendar days of its initiation, unless the Union and Employer otherwise mutually agree in writing.
- 6.4 The word "days" in this **Article** shall mean consecutive calendar days excluding Saturdays, Sundays, and named Holidays.
- 6.5 Time constraints in the grievance procedure may be extended by mutual agreement in writing.

Step #1

Between the employee, their Union Steward or a Union Representative, or by the Union on behalf of the employee, shall present the grievance to the Site Director or **their** designate. Such grievance shall be in writing, signed by the Union and shall be presented within fifteen (15) days of the date the grievor became aware of, or reasonably should have become aware of the alleged occurrence said to have caused the grievance. The grievance shall contain:

- (a) A summary of circumstances giving rise to the grievance.
- (b) The provision(s) of the Collective Agreement considered violated.
- (c) The particulars of the remedy sought.

The Site Director or **their** designated representative shall give **their** reply in writing within ten (10) days.

Step #2

If such reply is not satisfactory, the Union may forward the grievance in writing to the President/CEO or designate within ten (10) days of the Step #1 reply. The President/CEO or **their** designated representative shall reply within ten (10) days.

If the grievance is not settled, either party may submit the grievance to arbitration as outlined in Article 6.7.

6.6 Policy Grievance

A dispute involving a question of general application, interpretation, and affecting a group of employees, shall be reduced to writing and submitted at Step #1 of the grievance procedure within fifteen (15) days of the date the grievor(s) became aware of, or reasonably should have become aware of the alleged occurrence said to have caused the grievance. A policy grievance shall be filed by a Union Representative.

6.7 Arbitration

Request for arbitration must be submitted within twenty (20) days after the grievance was dealt with as outlined in Step #2 of the grievance procedure. Requests for extensions of this time period shall not be unreasonably denied.

Within fourteen (14) days of receipt of notification provided for as above, the party receiving such notice shall:

- (a) Inform the other party of the name of its appointee to the Arbitration Board; or
- (b) Arrange to meet with the other party in an effort to select a single arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an

arbitrator pursuant to the provisions of the Alberta Labour Relations Code.

- (d) The Arbitration Board shall hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- (e) The decision of the majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- (f) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.

The parties may mutually agree that a sole arbitrator be appointed in place of the Board of Arbitration. The sole arbitrator shall have the same powers as the Board of Arbitration and the parties shall jointly bear the expense of the sole arbitrator.

If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

Article 7 – No Strike or Lockout

- 7.1 The Union agrees that neither it, nor any of the employees it represents shall strike or cause a strike or threaten to strike during the term of this Collective Agreement and/or any extension thereof. The Employer agrees that it will not, during the term of the Agreement and any extension thereof, cause a lockout. The closing down of the operation or any part thereof or the curtailment of operations for business reasons will not be considered a lockout.
- 7.2 In the event of a breach of violation of this **Article**, the Union, upon being informed thereof by the Employer shall immediately notify the employees it represents of such conduct and/or other work interferences unauthorized and in violation of this Agreement, and direct those involved to immediately resume work. Further, of being notified of any conduct or acts on part of any of the employees it represents in violation of this **Article**, the Union shall take immediate positive action to cause such conduct to be refused.

Article 8 – Wages

- 8.1 The rates of pay and increments set out in Appendix “A” and made part of this Collective Agreement, shall remain in effect for the term of this Collective Agreement.

- 8.2 (a) A full-time employee's basic rate of pay will be advanced to the next higher basic rate of pay on their anniversary date. For employees hired before the fifteenth (15th) day of the month, their anniversary date will be the closest pay period start date to the beginning of the month. For employees hired on or after the fifteenth (15th) day of the month, their anniversary date will be the closest pay period start date of the following month.
- (b) A part-time employee's basic rate of pay will be advanced to the next higher basic rate of pay **after** one thousand eight hundred twenty-one point two five (1,821.25) hours worked and paid at the employee's basic rate of pay, **or after completion of three (3) years worked, and paid at the employee's basic rate, whichever occurs first.**
- 8.3 When an employee is transferred to a classification with a higher rate of pay, they shall be advanced to the rate of pay on the higher classification which is next higher than their current rate of pay. Where the next higher rate of pay results in an increase less than five (5%) percent, the employee's rate of pay shall be moved to the next step in the higher classification that provides at least a five (5%) percent increase in pay. The employee's anniversary date for increments will be calculated in accordance with Article 8.2.
- 8.4 When an employee transfers to a classification with a lower rate of pay **their** salary shall be adjusted immediately to the basic rate they would have been entitled to, had **they** been on the lower rated classification from commencement of employment. The employee's anniversary date from future increments will be calculated in accordance with Article 8.2.

- 8.5 Relief employees shall be eligible to advance to the next higher basic rate of pay subject to the employee's performance meeting or exceeding the expectations of the Employer and **after** one thousand eight hundred twenty-one point two five (1,821.25) hours worked and paid at the employee's basic rate of pay, **or after completion of three (3) years worked, and paid at the employee's basic rate, whichever occurs first.**
- 8.6 There shall be a two (2) week pay period for all employees. Wednesday shall be considered the first day of the work week. In the event that the Employer changes the pay period or work week, they will provide at least thirty (30) days notice to the Union and employees of such change.
- 8.7 In the event that the Employer creates a new classification that is not included in this Collective Agreement and falls within the scope of this Agreement, the Employer will discuss the rate of pay with the Union. Following discussion, if the Union does not agree with the rate of pay, the Union may refer the matter to arbitration. The final settlement of the rate of pay shall be retroactive to the date the classification was created or the date an employee started in the new classification, whichever is later.

Article 9 – Hours of Work

- 9.1 The Employer retains the right to schedule hours of work of employees as is necessary to ensure the efficient operations and to provide coverage for the determined hours of operation.
- 9.2 Regular schedules for full-time employees shall be defined as up to eight (8) hours per day, and averaging a minimum of

thirty (30) hours weekly.

- 9.3 Regular schedules for part-time employees shall be defined as up to eight (8) hours per day, averaging less than thirty (30) hours per week as determined by the Employer.
- 9.4 When the Employer is reducing hours, the Employer agrees to minimize the impact upon senior employees, and will, whenever possible, reduce from the bottom up.
- 9.5 Shift schedules shall be made available to each employee at least fourteen (14) calendar days in advance. Shift schedules shall be for a period of not less than four (4) weeks. Where a change is required in a posted schedule, employees will, where possible, be provided with twenty-four (24) hours notice.
- 9.6 When an employee reports for work as assigned, and is directed by the Employer to leave, the Employer will provide one (1) of the following:
- (a) A minimum of three (3) hours of work; or
 - (b) Payment for the inconvenience equivalent to three (3) hours pay at **the employee's** Basic Rate of Pay.
- 9.7 As a norm, all full-time employees shall be entitled to an average of two (2) days off each week as determined by the Employer except where schedule changes or shift rotation may result in a variation such as one (1) day off at the time of the change.
- 9.8 Unless otherwise mutually agreed between an employee and the Employer, days off for full-time employees shall, as much as is possible, be planned in such a manner as to equally distribute weekends.

- 9.9 All employees shall be permitted a fifteen (15) minute rest period with pay during each shift. In the event an employee is not permitted to take their rest break, it is incumbent upon the employee to advise the Coordinator or Manager of such as soon as reasonably possible. The Coordinator or Manager shall reschedule their break later in the shift for the time missed, or pay the employee for the time so missed at their regular rate of pay.
- 9.10 Employees working a shift greater than five (5) hours shall be provided an unpaid meal break of not less than thirty (30) minutes as scheduled by the Employer.
- 9.11 Employees shall have no less than eight (8) hours off work between scheduled shifts.
- 9.12 Hours of work for relief employees may be up to eight (8) hours per day.

Article 10 – Overtime

- 10.1 When the needs in the operation require it, employees may be required to work overtime.
- 10.2 Overtime is all time authorized by the Employer and worked by the employee in excess of eight (8) hours or twelve (12) hours per day and eighty-eight (88) hours within a fourteen (14) day pay period.
- 10.3 If an employee is required to work overtime as defined in Article 10.2, the employee will be paid one and one half (1 1/2 X) times the employee's regular rate of pay **as set out in Appendix "A"** for the additional hours worked.

- 10.4 Where an employee attends a camp outing authorized by the Employer, the employee shall receive their regular hourly rate of pay for their regularly scheduled daily hours for each day of the camp outing. Additional hours in attendance at the camp outing that are beyond the employee's regularly scheduled daily hours are without pay and are not counted for the purpose of calculating any entitlement to overtime pay. Where the camp outing is three (3) days in duration, employees will be provided with two (2) regularly scheduled days off with pay at a time mutually agreed between the employee and their Supervisor. Where mutual agreement is not reached, the Employer may schedule such time off.

Article 11 – **General** Holidays

- 11.1 (a) The following days are the recognized paid **General** Holidays for all full-time employees:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
(1st Monday in August)
Labour Day
National Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) One (1) paid Employee Floater Day is provided for full-time and part-time employees to be taken on Easter Monday.

11.2 To qualify for a paid **General** Holiday with pay, the employee must:

- (a) Work the scheduled shift immediately prior to and immediately following each holiday, except where the employee is absent due to illness or with good and proper reason.
- (b) Work on the paid **General** Holiday when scheduled or required to do so.

11.3 Full-time employees who work during the twenty-four (24) hour period of a **General** Holiday shall be paid as follows:

- (a) For work on a **General** Holiday that falls on the employee's normal day of work, the employee will be paid normal day's pay plus one and **one** half (1 1/2 X) times wage rate for all hours worked.
- (b) For work on a **General** Holiday that does not fall on the employee's normal day of work, the employee will be paid at one and **one** half (1 1/2 X) times their wage rate for all hours worked.

11.4 In the event a paid **General** Holiday falls on a day other than a regular workday, full-time employees will either:

- (a) Take off one (1) average shift at a mutually agreeable time with pay on their first (1st) scheduled workday following the holiday; or

- (b) Be paid for the first scheduled shift worked plus one (1) average shift.
- (c) “Average shift” shall be calculated dividing the employee’s regular hours per pay period by ten (10) and multiplying that number by their regular wage (where ten (10) represents the standard number of shifts for a full-time position).

11.5 Full-time employees shall not be entitled to **General** Holiday pay while:

- (a) On layoff; or
- (b) On Medical Employment Insurance or LTD; or
- (c) On Leave of Absence without pay for twenty-eight (28) or more calendar days immediately preceding a **General** Holiday.

Article 12 – Annual Vacations

12.1 During each year of continuous service in the employ of the Employer, regular full-time employees shall earn vacation entitlement to be taken the following year based on their anniversary date. The rate of earning entitlement shall be as follows:

<u>Length of Service</u>	<u>Vacation TIME</u> (TIME OFF WORK)	<u>VACATION PAY AS A</u> <u>% of Regular Earnings</u>
Less than one (1) year	Ten (10) days	Four (4%) percent
One (1) year or more	Fifteen (15) days	Six (6%) percent

Vacation entitlement accumulates on the number of contracted hours worked each pay period times the percentage rate applicable to their year of employment.

“Contracted hours work” included hours coded as Casual Illness, Vacation, and Paid Education. **General** Holiday hours are excluded from the calculation in accordance with Employment Standards.

12.2 Regular part-time and relief employees shall receive vacation pay on each pay period based on the percentage of regular earnings as listed above. The part-time and Relief employees are entitled to two (2) weeks off work (unpaid) after the first year of employment and three (3) weeks (unpaid) thereafter.

12.3 A full-time employee who terminates their service or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.

12.4 Supplemental Vacation

Effective April 1st, 2019 (or thirty (30) days following ratification):

TO BE ELIGIBLE FOR SUPPLEMENTAL VACATION, EMPLOYEES MUST HAVE WORKED IN A REGULAR FULL-TIME OR PART-TIME POSITION CONTINUOUSLY FOR THE PREVIOUS FIVE (5) YEARS.

Upon having reached ten (10) years of continuous employment, full-time and part-time employees shall earn a one (1) time additional two (2%) percent vacation entitlement. The supplementary vacations, as set out below, will be provided on the employment anniversary dates.

- (a) For full-time employees, they have the option of taking the time off, or being paid out for the time. When they opt for time off, it must be taken within one (1) year of the date it is granted.
 - (b) For part-time employees, a lump sum payment equivalent to two (2%) percent of previous years' earnings will be provided within thirty (30) days of their anniversary date.
1. For full-time and part-time employees:
- (i) Upon reaching the employment anniversary of ten (10) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only;
 - (ii) Upon reaching the employment anniversary of fifteen (15) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only;
 - (iii) Upon reaching the employment anniversary of twenty (20) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only;
 - (iv) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only.

12.5 Employees shall have preference according to seniority with respect to annual vacation within their locations and classifications provided they submit their request in writing to

the Employer between January 1st and February 15th of each year for the period April 1st to March 31st of the same year. The Employer will respond to these requests, in writing and post the resulting vacation schedule by March 15th. Vacation requests submitted after February 15th will be granted on a first come, first serve basis. Requests for vacation time are to be submitted in writing. The granting of vacation is subject to the approval of the Employer based on operational requirements, and will be answered in writing within two (2) weeks from receipt of the original application.

- 12.6 There shall be no carryover of vacation from one (1) year to the next (based on the employee's anniversary date) except as approved by the Employer, however, employees must take a minimum of one (1) week vacation each year. Where vacation carryover has not been approved and the employee has not scheduled their allotted vacation during the year (based on their anniversary date), the vacation may be scheduled by the Employer.

Article 13 – Health, Welfare, Benefits, and Sick Leave

- 13.1 All eligible permanent full-time employees who have completed ninety (90) calendar days service with the Employer shall be entitled to participate in the Employer's benefit plans and shall be enrolled on the first (1st) of the month following the completion of the ninety (90) day service period.
- 13.2 Sick leave entitlement, accrual and use of, shall be in accordance with the Employer Policy.

Effective January 1st, 2020:

Any accrued sick time as of December 31st of any year may be carried forward into the next year to a maximum of five (5) days. When an employee has accrued the maximum sick leave credits, they shall no longer accrue more, until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

13.3 Excel Workplace Injury Program

- (a) Should an employee be injured at work, and require a medical-related absence from the workplace, the following shall apply:
 - (i) With medical documentation, the first **fifteen (15)** days of absence the employee will receive one hundred (100%) percent of their salary;
 - (ii) If the employee is not medically able to return to work as a result of the workplace injury, after **fifteen (15)** days, the employee shall apply for EI sick leave benefits;
 - (iii) If after one hundred twenty (120) days absence, if the employee is still not medically able to return to work as a result of their workplace injury, they shall be eligible for Long Term Disability (LTD).
- (b) Time taken as a result of the employee's workplace injury described in (a) above, will not be charged against an employee's sick or vacation bank.

Article 14 – Leaves of Absence

14.1 General Leaves of Absence

Recognizing that the primary commitment of the employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Requests will not be unreasonably denied.

When an employee has a requirement for time off, and has no accrued vacation days or lieu time, the Employer may approve a leave of absence without pay.

Requests for a leave of absence without pay should be made in writing to the employees' Supervisor who is not within the scope of the Collective Agreement at least thirty (30) days in advance of a foreseeable event or as soon as possible in the case of unforeseeable events. In addition, requests shall include a firm return to work date, except where that date cannot be predicted due to the circumstance.

14.2 Maternity, Parental, and **Adoption** Leave

Maternity, Parental, and Adoption Leave shall be granted in accordance with the Employment Standards Code of Alberta as amended from time to time.

(a) While an employee is on Maternity/Parental/Adoption Leave, no vacation time will accrue, nor will the employee be eligible for **General** Holiday pay or credit.

(b) Maternity Leave

(i) An employee who has completed ninety (90) days of continuous service shall, upon **their** written

request, be granted maternity leave to become effective thirteen (13) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that **the employee** commences maternity leave no later than the date of delivery. Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin medical leave supported by a doctor's certificate. Maternity leave shall be without pay and benefits. Maternity leave shall not exceed sixteen (16) weeks, however, may be combined with parental leave entitlements under (c) below to provide for a total leave of absence which shall not exceed sixty-eight (68) weeks.

- (ii) A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the employee provides proof satisfactory to the Employer that **they are** fit to resume work and will not endanger **their** health.

(c) Parental Leave

A parent who has completed ninety (90) days of employment shall, upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth or adoption of a child.

- (i) For the birth mother, Parental Leave starts immediately following Maternity Leave.

(d) **Adoption Leave**

An employee adopting a child must:

- (i) Make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and
- (ii) Provide the Employer with at least one (1) days' notice that such leave is to commence.

- (e) An employee absent on Maternity/Parental/Adoption Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work, following which the Employer will reinstate **the employee** in the same step in the salary scale or provide **them** with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to **the employee** up to the date **they** commenced the leave.
- (f) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (g) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work, provided they are still eligible.

14.3 Bereavement Leave

Bereavement leave will be provided to employees without loss of pay and benefits to allow the employee a maximum of:

- (a) Three (3) days in the event of the death of immediate family members defined as:
 - Spouse, common-law, or same-sex partner;
 - Parent, including step-parent or parent-in-law;
 - Brother or sister, including step-brother or sister, or brother or sister-in-law;
 - Son or daughter, including step-child or son or daughter-in-law.

An additional two (2) paid days, if required, may be taken to supplement this leave and shall be charged to their accrued sick time.

- (b) Two (2) days in the event of the death of a grandparent or grandchild; and
- (c) One (1) day in the event of the death of other relatives.

An employee's day off or vacation will not be used to circumvent funeral leave.

If, for the purposes of attending the funeral, the employee must travel a distance in excess of three hundred (300) kilometers from **their** residence, one **(1)** way, the Employer may grant that employee up to two (2) additional days for travel without loss of regular earnings or benefits.

All requests for additional unpaid travel time or additional unpaid bereavement leave shall not be unreasonably withheld.

Official proof of death and/or travel within the period may be requested.

14.4 Leave for Union Business

Provided the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to employees as follows:

- (a) A maximum of one (1) employee per site who are selected to attend seminars, Union conventions, and Union meetings. When leave for Union business is requested, fourteen (14) calendar days notice shall be provided and such request shall be submitted on forms required by the Employer. Such request shall not be unreasonably denied.
- (b) Employees selected as members of the Union Negotiating Committee, for time spent meeting with representatives of the Employer during the formal negotiations of a Collective Agreement and for the preparatory meetings during negotiations. When leave for this purpose is requested, the Union and employee will, where possible, provide fourteen (14) calendar days' notice of such leave and in any event shall provide as much advance notice as possible. Requests for leave of absence shall be submitted on forms required by the Employer.
- (c) When leave of absence without pay for Union business is approved, the Employer will pay the employee their

regular rate of pay for their regularly scheduled shifts missed due to such absence and the Union will reimburse the Employer for actual salary paid to the employee while on leave and benefits costs.

14.5 Witness or Jury Leave

Any employee, who is required to appear before a court of law as a witness in matters arising from their employment with the Employer, or for jury selection or as a juror, shall be granted leave without loss of earnings or benefits during the times and throughout the period **they are** required to attend at court. All jury fees received by employees on such leave shall be surrendered to the Excel Society to partly offset the cost of their paid leave.

When not required by the court, the employee shall report for work providing there is not less than two (2) hours remaining in their normal work shift.

14.6 Except as described above, employees are eligible for any leaves as set out in the Alberta Employment Standards Code. Employees are eligible for these leaves after ninety (90) days of employment. Leaves of Absence are without pay. The Employer may require proof of eligibility for the leaves.

Article 15 – Non-Discrimination

15.1 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income, or family status as provided by the Alberta Human Rights Act,

nor by reason of membership or participation or non-participation in lawful activities on behalf of the Union.

- 15.2 Article 15.1 shall not apply with respect to a bona fide occupational requirement.

Article 16 – Seniority/Layoffs

- 16.1 Seniority for full-time and part-time employees shall be defined as length of continuous service in the bargaining unit in a full-time or part-time position, and shall be applied on a bargaining unit wide basis.

Seniority shall be applied in determining preference for promotions, transfers, layoffs, recall, subject to Article 22, 16.3, 16.4, and 16.5.

- 16.2 The Employer shall establish and post a seniority list of all employees in the bargaining unit within thirty (30) days after the ratification of this Collective Agreement.

The Employer shall maintain and post a seniority list of all employees in the bargaining unit, said seniority list to be posted every six (6) months with a copy to be forwarded to the Union.

- 16.3 In the event of a reduction in the number of employees, employees shall be laid off in reverse order of their seniority by classification at the site, subject to senior employees having been fully trained previously in the remaining work required.

Employees shall be recalled to work in order of seniority, subject to senior employees having been fully trained in the

required work. Notification of recall of those who cannot be contacted by telephone shall be by registered mail addressed to the last known address on file. When dispatched by registered mail, the notice shall be deemed delivered five (5) calendar days from the date it was registered. It shall be the responsibility of the employee to maintain a current phone number and address for notification purposes. Any employee so recalled must return not later than five (5) calendar days following the delivery date of notice.

No new regular employees shall be hired by the Employer as long as there are non-probationary employees who are on layoff status and who are able and willing to perform the work required.

16.4 The Employer will provide at least fourteen (14) calendar days notice when laying off employees.

16.5 Recall rights shall be forfeited if:

- (a) An employee does not notify the Employer of their intention to return to work within five (5) days of the date the employee is contacted by the Employer; or
- (b) The employee does not return to work on the date specified by the Employer; or
- (c) **Twelve (12)** months from the date the employee was laid off during which the employee was not recalled to a regular position; or
- (d) The employee is recalled to work.

Article 17 – Discipline and Discharge

- 17.1 Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- 17.2 Copies of all disciplinary notices shall be provided to the employee and the Union that will be placed on the employee's personnel file.
- 17.3 When an employee's work performance **or conduct** is such that the Employer deems it necessary to meet with the employee **for the purpose of an investigation, and/or meet** on a matter of discipline, the Union Steward or Union Representative shall be present. The employee may ask the Steward or Union Representative to leave if they wish to be unrepresented.
- 17.4 The Employer will follow the protocol for dealing with allegations of client abuse against any employee as set out in Appendix "B".
- 17.5 (a) At the time the Employer notifies the employee of the need to meet, the date and time of the meeting shall be set. The Employer shall provide at least twenty-four (24) hours advanced notice of the meeting. The Employer will advise the Union Steward by phone or by email confirmation (or a Union Representative by phone to the Union Office if a Union Steward is not available) of the established time and date of the meeting. In the event that the Union is unable to attend, the meeting shall proceed as planned unless an alternate time is mutually agreed.

- 17.6 An employee required by the Employer to attend a disciplinary meeting or investigation meeting shall be paid at their applicable rate of pay for time spent in that meeting.
- 17.7 All discipline shall be considered removed from an employee's file after twenty-four (24) months and shall not be used against them in any future disciplinary or arbitration proceedings, provided the employee's file does not contain any further record of disciplinary action during the period and provided the disciplinary action is not the subject of an unresolved grievance.
- 17.8 An employee shall be deemed to have terminated their employment when the employee is absent for two (2) consecutive working days or four (4) days within a fourteen (14) day period, without good and proper reason.
- 17.9 An employee shall make every reasonable effort to provide the Employer with fourteen (14) calendar days notice of resignation.
- 17.10 Performance reviews are meant as a constructive tool and are not meant for, and will not be used as, discipline.

Article 18 – Health and Safety

- 18.1 The Employer agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees. The parties also recognize the responsibility of the employees to work safely and follow safe work practices. The Union will cooperate in achieving these results.
- 18.2 (a) There will be a Joint Work Site Health and Safety Committee. The purpose of this Committee will be the

promotion of occupational health and safe work practices in the workplace. Employee representatives will be appointed from and by the bargaining unit members. The maximum number of employee participants will be two (2). Two (2) representatives will be appointed by the Employer. Employees from other employee groups may also participate on the Committee.

- (b) Meetings shall be held at least quarterly. Employees shall not suffer a loss of regular earnings for attendance at Committee meetings.

18.3 The Employer shall have policies in place to deal with abusive clients. The Joint Health and Safety Committee may make recommendations for changes to those policies in the Operational Procedures Committee.

Article 19 – Union Management Committee

The Union and the Employer shall establish a central Labour Management Committee (LMC) to allow for productive discussion of issues of interest or concern to the parties. The Labour Management Committee (LMC) will not be used for the discussion of the Collective Agreement or resolution of grievances.

- (a) Meetings are to be scheduled on a quarterly basis by mutual agreement of both parties.
- (b) As a guideline, meetings should not take longer than one (1) hour.
- (c) Agenda items will be communicated to each party in writing prior to the meeting.

- (d) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
- (e) The Union committee shall consist of:
 - (i) Two (2) employees.
 - (ii) One (1) Union Representative.
- (f) The Employer committee shall consist of:
 - (i) Up to two (2) Management representatives.
 - (ii) One (1) representative from Head Office.

Article 20 – General

20.1 Interpretations

In this Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

20.2 Access to Personnel Files

Employees shall have reasonable access to ***their*** personnel file upon request with seven (7) calendar days' notice to Human Resources.

Employees shall be allowed to review and make a copy of their personnel file in the presence of an Employer representative.

20.3 Staff Meetings

All meetings called by the Employer to which the employee(s) is required to attend shall be considered as time worked and paid at the appropriate straight time or overtime rate.

20.4 Employee Travel and Use of Personal Automobile

The Employer shall not require employees to use an employee's personal vehicle to transport clients, and the Employer shall provide transportation to employees, when necessary for employees to work with clients.

20.5 Criminal Record Check

The Employer will request and pay for necessary Criminal Record Check (CRC) for full-time employees who have been continuously employed for a minimum of two and a half (2.5) years, providing the employee provides the Employer with all the required and necessary information and consent. The resultant CRC will be for the exclusive use for the employee's employment with the Employer.

20.6 Lockers

The Employer will supply lockers for employee use.

Article 21 – Probationary Period

- 21.1 (a) An employee shall serve a single probationary period of five hundred five (505) regular hours worked, exclusive of overtime hours and training hours, for each period of continuous employment not interrupted by illness, injury, leave of absence, termination, or dismissal.

- (b) During the probationary period, the employee may be terminated without cause or notice, or pay in lieu of notice, and such dismissal or termination of employment shall not be subject to appeal through the grievance procedure and shall not be subject to arbitration.
- 21.2 The probationary period may be extended by mutual agreement between the Employer and Union by an agreed amount of hours.
- 21.3 An employee who transfers or is promoted to a higher paying classification during their probationary period, shall be required to re-serve the probationary period under Article 22.7 (c) in their new position up to a combined total of seven hundred (700) regular hours worked including hours worked in the initial probation period, in accordance with Articles 21.1 and 21.2.

Article 22 – Job Postings

- 22.1 Where job vacancies occur and the Employer decides to fill the vacancy, or where a new job is created, the position will be filled using the following procedure. A copy of all postings and the successful candidates will be forwarded to the Union.
- 22.2 The position and the names of any successful candidates shall be posted at all sites. Vacancies will be open to applicants for seven (7) calendar days. In circumstances where there are not qualified applicants, the Employer may post the vacancy with an open closing date until a suitable candidate is found.

- 22.3 Notices of vacancies will contain information pertinent to the position being posted such as classification and brief description of core job duties.
- 22.4 Except where there is an open closing date as described in Article 22.2 above, applicants must apply in writing prior to the closing date listed on the posting to such officer as the Employer may designate.
- 22.5 The Employer, in its sole discretion, may elect to fill a vacancy to a position by transfer. The Union may make representations to the Employer where the circumstances of the transfer warrant such representations.
- 22.6 When filling vacancies within the bargaining unit, the determining factors shall be based on the most requisite job related skills, experience, training, knowledge, and qualifications. When these factors are considered equal by the Employer, seniority shall be the deciding factor.
- 22.7 (a) When an employee is appointed to a vacancy in accordance with Article 22.5 above, such appointment shall be on a trial basis. The employee shall serve a trial period of five hundred five (505) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the employee may either:
- (i) Return to the employee's former position, at the employee's request; or
 - (ii) Be returned to the employee's former position.

In circumstances where reinstatement is not possible, the Employer shall assign the employee to a similar position consistent with ***their*** abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of ***the employee's*** former position.

- (b) In the event that an employee returns to ***their*** former position or similar position pursuant to Article 22.7(a), the Employer may choose to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right, the posting provisions of this **Article** will be deemed to be satisfied.
- (c) An employee who is transferred before completing their initial probationary period shall complete the initial probationary period in accordance with Article 21 as well as the trial period in Article 22.7(a) above.

22.8 Notwithstanding the above, the Employer retains the right to relocate or reassign employees within the organization dependent on the needs of the clients or other operational reasons.

Article 23 – Duration and Renewal

23.1 Except as otherwise specified, this Agreement shall be effective on the date of ratification (***December 4th, 2025***) and shall remain in force until ***December 31st, 2026*** and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred twenty (120) days prior to the renewal date hereof, give notice in writing to the other party of its intention to negotiate a revision thereof.

In Witness Whereof, the Parties hereto have cause these presents to be executed.

Signed this _____ day of _____, **2026**.

For the Employer:

For the Union:

Employer Committee:

Sarah Ng
Sue Kovich
Linda Revell

Union Committee:

Debo (Adebowale) Fekoya
Lisa Rusk
Emily Machura
Ryan Sapsford
Linda Mariani

This Agreement was ratified ***December 4th, 2025***.

APPENDIX "A"
WAGES FOR AUXILIARY CARE STAFF

Wage Increments:

Current Wage Scale

Gerard Raymond Centre					
Classification	Start <i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>	<i>Level 5</i>
CSW II (E)	\$21.41	\$22.48	\$23.61	\$24.78	\$26.02
CSW II	\$19.33	\$20.29	\$21.31	\$22.37	\$23.50
Relief	\$16.65	\$17.48	\$18.35	\$19.28	\$20.24

Implementation of Wage Scale

Employees will be placed onto the step in the current wage scale that corresponds to their current rate of pay. In the event that an employee's current rate of pay does not correspond to a step in the pay scale, they will be placed into the step in the pay scale that is closest to, but not lower than, their current rate of pay.

APPENDIX “B” ALLEGATIONS OF ABUSE

When a complaint of client abuse against an employee is received by the Employer, the following guidelines will be followed by the Employer in addition to its Policy and Procedure concerning allegations of abuse:

- (1) Upon receipt of an allegation of client abuse, the Employer will relieve the employee of duties with pay pending the outcome of the resultant investigation. The employee will be advised that they are being relieved of duties with pay as a result of an allegation of abuse brought forward against them.
- (2) At the time the employee is advised they are being relieved of duties with pay, they will be advised of their right to Union representation at investigative and other meetings with the Employer. The Union representation may be the Union Steward without restricting the ability of a full-time Union Representative to be present. The Employer reserves the ability to require the attendance of a full-time Union Representative at the investigation meetings.
- (3) The Employer will investigate all allegation of abuse in accordance with their Policy – Allegations of Abuse. Union representation will be present at investigation interviews with the employee unless the employee declines such representation. The Employer agrees that at this meeting they will disclose the alleged abuse claim to the employee.
- (4) If the Employer concludes that there are not reasonable and probable grounds that the abuse has occurred, the Employer will reinstate the employee to their regular work.
- (5) Notwithstanding point (4), if the employee is disciplined as a result of the complaint, the Union and the employee will be provided with

a summary of the investigation team's report following the disciplinary action.

- (6) Nothing in the forgoing shall limit the Union's ability to file a grievance at any stage of the procedure however in any event the Employer agrees that time limits for filing a grievance will be extended until the date the results of the investigation are communicated to the employee.
- (7) Any information received during the course of an investigation, including but not restricted to the details of the alleged abuse, is to be kept in the strictest of confidence and only discussed within the context of the investigation itself, or when compelled by law. The confidentiality clause as contained within the Employer's policy statement shall also apply.

Letters of Understanding

1. Union Membership

United Food and Commercial Workers Canada Union, Local No. 401 or no person acting on behalf of United Food and Commercial Workers Canada Union, Local No. 401 shall require the Employer to terminate the employment of an employee because the employee has been expelled or suspended from membership of United Food and Commercial Workers Canada Union, Local No. 401.

2. Mandatory Courses

- (1) *The list of mandatory courses as indicated in Article 8.2 will be posted in the Employer's Policy Manual. Changes to the list of mandatory courses will be communicated by the Employer to the Union and employees within thirty (30) calendar days of the changes being implemented. The Employer is responsible for scheduling employees for enrolment in the courses, except for the SmarterU courses, which shall be booked directly by the employee.***
- (2) *Within thirty (30) days following the date of ratification (December 4th, 2025), the Employer will provide the Union with a current list of mandatory courses indicated in Article 8.2.***
- (3) *All time spent by employees attending mandatory courses shall be treated as time worked and shall be compensated. Time spent travelling to and from the employee's residence to attend a mandatory course shall not be treated as time worked.***

- (4) Employees who are required to complete on-line course(s) outside of work hours will be paid for completing the on-line course(s) in accordance with Employer Policy. Changes to the Employer Policy will be communicated by the Employer to the Union and employees within thirty (30) calendar days of the change.***

3. Application of Funding Increases to Wage Grid

Pay Grade Increases

Recognizing that the Employer is funded through a Funding Agreement with the Alberta Government and is a non-profit organization; and

Notwithstanding that the rates of pay contained in Appendix “A” do not provide for increases to the pay grades in the first and final year of the term of this Collective Agreement;

Funding increases from the Alberta Government intended for the bargaining unit members during each remaining year of the term of this Agreement will be allocated for the period provided in the increase, in the following order of priority:

- (1) Any rate increase to the Employer's portion of EI and/or CPP premiums made effective since immediately preceding the funding increase.
- (2) Any net rate increase in the Employer's portion of benefit plan premiums or Employer portion of any added coverage(s) since the immediately preceding funding agreement increase.
- (3) Any remaining percentage allocated to increase each step of the current rates of pay, appearing on the salary schedule, by

the same percentage effective on the first (1st) day of the pay period closest to the effective date of the increase.

4. Signing Bonus

Full-time Employees

Within thirty (30) days of ratification of a new Collective Bargaining Agreement between the Parties, the Employer shall pay one thousand (\$1000.00) dollars, less required deductions, to bargaining unit members who are classified as “full-time” employees employed with the Employer as of November 12th, 2025, and who are subject to the Employer and Union Collective Bargaining Agreement.

Relief Employees

Within thirty (30) days of ratification of a new Collective Bargaining Agreement between the Parties, the Employer shall pay five hundred (\$500.00) dollars, less required deductions, to all bargaining unit members who are classified as “relief” employees employed with the Employer as of November 12th, 2025 and who are subject to the Employer and Union Collective Bargaining Agreement.

Signed this _____ day of _____, **2026**.

For the Employer:

Employer Committee:

Sarah Ng
Sue Kovich
Linda Revell

For the Union:

Union Committee:

Debo (Adebowale) Fekoya
Lisa Rusk
Emily Machura
Ryan Sapsford
Linda Mariani

This Agreement was ratified ***December 4th, 2025***.