



COLLECTIVE AGREEMENT

BETWEEN

**SAINT ELIZABETH HEALTH CARE,
AT SAINT THOMAS HEALTH CENTRE**

AND THE

**ALBERTA UNION OF PROVINCIAL
EMPLOYEES**

LOCAL 047 CHAPTER 049

JANUARY 1, 2020 to DECEMBER 31, 2023

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PREAMBLE

It is the intent and purpose of this Collective Agreement, which has been negotiated and entered into in good faith, to:

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Collective Agreement, through the Union;
- (b) maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (c) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (d) promote the morale, well-being and security of all the Employees in the bargaining unit of the Union;
- (e) secure prompt disposition of grievances, and to eliminate interruption of work and interference with the efficient operation of the Employer's business;
- (f) generally administer all terms and conditions herein in a manner consistent with the Collective Agreement.
- (g) provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 1

TERM OF AGREEMENT

- 1.01 This Agreement shall be in effect from January 1, 2020 to December 31, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice to amend the Agreement. Notification of desire to amend may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- (a) In the case of the Employer, to:

Employee Relations
Saint Elizabeth Health Care
90 Allstate Parkway, Suite 300
Markham, ON L3R 6H3
 - (b) In the case of the Union, to:

The President
Alberta Union of Provincial Employees
10451 – 170th Street
Edmonton, AB T5P 4S7
- 1.04 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.05 The Employer and the Union may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.
- 1.06 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The term “strike” and “lockout” shall bear the meaning given them in the Alberta Labour Relations Code and amendments thereto.

ARTICLE 2

DEFINITIONS

- 2.01 "Code" shall mean *the Labour Relations Code* of Alberta.
- 2.02 "Union" shall mean the Alberta Union of Provincial Employees.
- 2.03 "Chapter" shall mean a component of a Local of the Alberta Union of Provincial Employees as assigned by the Union.
- 2.04 "Local" means Local 047 of the Alberta Union of Provincial Employees.
- 2.05 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate No. 7-2017.
- 2.06 "Union Representative" shall mean a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or provide labour relations representation to Members of the Union.
- 2.07 "Union Steward" shall mean an Employee in the bargaining unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide labour relations representation to Members of the Union.
- 2.08 "Employer" shall mean Saint Elizabeth Health Care operating out of the Saint Thomas Health Centre and shall include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the community.
- 2.09 "Employee" shall mean a person covered by this Collective Agreement and who is employed by the Employer. At the time of hire, the employment status of each Employee shall be determined in accordance with the following.
- (a) "Full-time Employee" shall mean an Employee who is regularly scheduled to work the full-specified hours in the "Hours of Work" Article of this Collective Agreement.
 - (b) "Part-time Employee" shall mean an Employee who is regularly scheduled to work less than the full-specified hours in the "Hours of Work" Article of this Collective Agreement
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-Time or Part-time position:
 - (i) for a specific job of more than three (3) months but less than eighteen (18) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

- (d) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job: or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.

2.10 "Basic Hourly Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.

2.11 "Shift Rotation" shall mean the period of time over which a Full or Part-Time Employee's regularly scheduled hours repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-Time Employee, the term shall be understood to mean a period of twelve (12) weeks.

2.12 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation in fulfillment of the hours of work for the position as set out in the applicable job classification.

2.13 "Continuous Service" shall mean the period of employment commencing on the latest date of hire and that is not interrupted by termination.

2.14 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

2.15 Job Classifications

(a) "Health Care Aide" shall mean an Employee who has successfully completed the Health Care Aide (HCA) certificate and/or meets the standards as set out by government, and holds a position as a HCA.

(b) "Licensed Practical Nurse" shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.

2.16 "Registration" and "Practice Permit" shall take meaning from the *Health Professions Act* of Alberta.

2.17 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.

2.18 In this Collective Agreement, the singular shall be deemed to include the plural and vice-versa.

ARTICLE 3

APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees covered by the Alberta Labour Relations Board Certificate number 7-2017.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 When a difference arises out of a provision contained in this Collective Agreement and the Employer's regulations, guidelines, policies or directives cover the subject matter, the Collective Agreement shall supersede the regulations, guidelines, policies or directives.

ARTICLE 4

UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for, and that this Collective Agreement shall apply to, all Employees when employed in accordance with the applicable Alberta Labour Relations Board Certificate.
- 4.02 The Employer and Employees represented by the Union undertake that they will not enter into any other agreement or contract either individually or collectively which will be in conflict with the provisions of this Agreement.
- 4.03 (a) For the purposes of this Collective Agreement, the Union shall be represented by its appointed Officers. The Chapter shall provide the Employer with a current list of the Officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Employer.
- 4.04 The Union shall be given the opportunity to make a presentation to new Employees of up to fifteen (15) minutes during the Employer's general orientation session. A copy of the Collective Agreement shall be provided to each Employee by the Employer upon commencement of employment.
- 4.05 The cost of the printing of the Collective Agreement shall be borne equally between the parties. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoice for printing the Collective Agreement will be processed by the Union. Notwithstanding the foregoing, the Union shall bear the cost of printing the first collective agreement.

- 4.06 The Employer shall provide for the Union a bulletin board in a location accessible to all Employees upon which the Union shall post its notices. The Chapter shall be permitted to post notices of meetings and such other notices, which may be of interest to Employees. The Union shall not post notices which are objectionable to the Employer and the Union agrees to remove material from the Union bulletin board which the Employer considers objectionable.

ARTICLE 5

UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 All Employees shall be required to pay Union dues. The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
- 5.02 With each remittance made under Clause 5.01 above, the Employer shall provide information in a printed form or by electronic file showing the Employee name, Employee address, Employee phone number, current wage rate, current dues deducted, paid hours in the reporting period, and gross earnings in the reporting period.
- 5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from, or as a result of, the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

ARTICLE 6

UNION STEWARDS

- 6.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave their job for this purpose, the Steward will request time off from their immediate supervisor and provide them with as much advance notice as possible. Union Stewards will be paid at their Basic Rate of Pay for all time spent during their regularly scheduled hours of work in attending meetings requested by the Employer plus, if required, up to fifteen (15) minutes after the meeting.

- 6.02 A list of Union Stewards shall be supplied by the Chapter Chair to the Client Services Manager. The Client Services Manager shall be advised, in writing, of any change to this list. The list shall be updated by the Chapter annually.
- 6.03 Employees shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the Client Services Manager or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.01 The Union acknowledges and recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are relinquished or restricted by this Collective Agreement.
- 7.02 The Union acknowledges and recognizes that the management of the business and the direction of the workforce are the exclusive function of the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) determine and establish standards and procedures for the care, welfare and safety of clients in the community;
- (b) maintain order, discipline and efficiency;
- (c) hire, assign, direct, transfer, upgrade, promote, demote, classify, layoff, suspend, discipline or discharge Employees;
- (d) determine classifications, hours of work, work schedules, work assignments, and the working establishment and location for any service;
- (e) determine the number and qualifications of staff required, services to be provided and the methods, procedures, equipment and technology to be used in connection therewith. This includes the right to introduce new and improved methods, equipment and technology; and
- (f) make, enforce and alter, from time to time, rules and regulations to be observed by all Employees.

ARTICLE 8

TIME OFF FOR UNION BUSINESS

8.01 The Employer may grant leave of absence with pay to Employees to attend Union conventions, seminars, education classes or other Union business (Union leave). Request for Union leave shall be submitted, in writing, with as much advance notice as possible, but no less than twenty-one (21) calendar days prior to the date the Union leave is to commence. The Employee's request shall be forwarded by the Union's standard leave of request documentation as would be needed for the Employer to invoice the Union. Subject to the efficient operations of the Employer, requests for Union leave will not be unreasonably denied. The Employer will reply, in writing, to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

Not more than one (1) Employee in a classification shall be allowed such leave if that classification has less than ten (10) Employees.

8.02 To facilitate the administration of Union leave as provided within the Collective Agreement, where Union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.

8.03 Where permission has been granted by the Employee's Supervisor for a Union Steward to temporarily leave their job in order to assist with respect to a grievance, subject to the provisions outlined in Article 6: Union Stewards, the Steward shall suffer no loss of pay for the time so spent.

Time Off For Union Business

8.04 Negotiations

A maximum of three (3) Employees elected to the Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer.

Not more than one (1) Employee in a classification shall be allowed such leave if that classification has less than ten (10) Employees.

When requesting such leave, the Employee or the Union shall endeavour to provide as much advance written notice as possible to the Employer. For the purposes of bargaining preparation, the Employee or the Union shall provide a minimum of twenty-one (21) days' written notice to the Employer.

The Employer shall invoice the Union for the Employee's salary or replacement costs, whichever is greater, plus an amount determined by the Employer to cover the cost of benefits. The Union agrees to reimburse the Employer within twenty-one (21) days of receipt of the Employer's invoice.

- 8.05 It is agreed that for the purpose of W.C.B. coverage, an Employee on Union leave be deemed to be employed by the Union.

ARTICLE 9

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 9.01 In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an Employee-Management Advisory Committee (EMAC).
- 9.02 The Employee-Management Advisory Committee shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Assisted Living Facility and the Union. Such meetings shall be held on a quarterly basis or as agreed to by the parties.
- 9.03 The Employee-Management Advisory Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation.
- 9.04 Where there are matters of mutual concern and interest that would be beneficial if discussed at an Employee-Management Advisory Committee meeting during the term of this Agreement, the following shall apply:
- (a) The Employee-Management Advisory Committee comprised of up to three (3) Employees, elected or appointed by the Union, and up to three (3) Employer representatives shall meet at a time and place that is mutually satisfactory. A request for such meeting will be made, in writing, at least two (2) weeks prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not be matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of the Collective Agreement.
 - (b) A Union Representative may request, with a week's advance notice in writing, to be on the agenda of an Employee-Management Advisory Committee meeting for the purpose of making a presentation or acting as a resource on a particular topic. The request to attend the meeting will state the purpose and topic relative to the Representative's attendance. The Employer shall provide a timely written response to the request. The Representative's request shall not be unreasonably denied.
 - (c) An Employee shall not suffer any loss of pay for attending Employee-Management Advisory Committee meeting(s).

- 9.05 Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted on the Union bulletin board.

ARTICLE 10

OCCUPATIONAL HEALTH & SAFETY

- 10.01 The Employer shall maintain an Occupational Health & Safety (OH&S) Committee to consider matters of occupational health and safety and be in compliance with the *Alberta Occupational Health and Safety Act*, including Part 4 – Dangerous Work and Discriminatory Action.
- 10.02 The OH&S Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- (a) The Committee shall establish Terms of reference for the Committee.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer and the Union. Upon approval by both parties, the approved minutes shall be posted on the Occupational Health and Safety bulletin board.
- 10.03 A minimum of two (2) representatives of the Union who are employed with the Employer will be members of the Facility OH&S Committee. There shall be an equal number of representatives on the Committee from the Employer and the Union.
- 10.04 A Union Representative may request, with a week's advance notice in writing, to be on the agenda of a Health and Safety Committee meeting for the purpose of making a presentation or acting as a resource on a particular topic. The request to attend the meeting will state the purpose and topic relative to the Representative's attendance. The Employer shall provide a timely written response to the request. The Representatives' request shall not be unreasonably denied.
- 10.05 An Employee shall be paid the Employee's Basic Rate of Pay for time spent at Committee Meetings.
- 10.06 If recommendations by the OH&S Committee are not implemented or adequate steps do not seem to be taken in the opinion of the OH&S Committee towards implementation within two (2) months from the date the recommendation is made, the OH&S Committee may present the item to the Regional Director. A written reply will be given by the Regional Director within thirty (30) days of the presentation by the OH&S Committee.

- 10.07 An Employee shall immediately notify the Employer when they have an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify the Employer.

ARTICLE 11

RESPECT IN THE WORKPLACE

- 11.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where workplace violence, discrimination, bullying and harassment are not tolerated. The parties agree that for the purposes of this agreement, the Employer's Policy and Procedure must be followed.

Harassment and bullying does not include normal supervision and discipline for just cause by a manager or supervisor exercising authority as part of their role.

Examples of reasonable management action may include decisions relating to an Employee's responsibilities, workloads, deadlines, reorganizations, service instructions or feedback, work evaluation, performance management or disciplinary actions.

- 11.02 The Parties agree there shall be no discrimination, harassment, coercion or interference exercised or practiced by either party in respect of an Employee by reason of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation of that Employee, nor in respect of an Employee's membership in the Union or activities of the Union and political affiliation.
- 11.03 Clause 11.02 does not apply with respect to refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 11.04 For the purposes of this Agreement, harassment is defined as set out in Employer policy.

Harassment includes, but is not limited to, sexual harassment and workplace violence.

As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, Human Resources or Union Representative for assistance.

- 11.05 If an Employee submits a complaint of discrimination or harassment, the Employer shall conduct an investigation in accordance with Employer policy and Employees are required to cooperate with the investigation and maintain confidentiality. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless circumstances warrant an extension. Agreement to the extension will not be unreasonably withheld by the Union.
- 11.06 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination.
- 11.07 If the investigation determines that the Employee acted in bad faith in making the complaint or workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination.
- 11.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment and, therefore, subject to an investigation under the Employer's Policy and Procedure.
- 11.09 The Employer shall cover the contents and existence of its Discrimination and Harassment and Violence in the Workplace Policies at Orientation and shall notify the Union forthwith of any changes to these policies.
- 11.10 The Parties agree that neither party should be required to defend itself in multiple forums. In the event that an Employee or either party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article the grievance may not be referred to arbitration.

ARTICLE 12

PROBATIONARY PERIOD

- 12.01 A new Employee shall be considered to be on probation for the first five hundred three and three-quarter (503 $\frac{3}{4}$) hours worked, exclusive of training. If retained after the probationary period, the Employee will be credited with seniority from date of last hire.
- 12.02 Upon request by the Employer to the Union, the probationary period may be extended for up to five hundred three and three-quarter (503 $\frac{3}{4}$) hours and, in such cases, the Union will not unreasonably deny the request for the extension.
- 12.03 If an Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period. The Employee shall have no recourse to the grievance procedure.

ARTICLE 13

SENIORITY

- 13.01 (a) Full-Time and Part-Time Employees will accumulate seniority on all hours worked at the Basic Rate of Pay, since the last date of hire.
- Employees who transfer to a new classification will accumulate seniority from the date of transfer for the purposes of job postings.
- (b) An Employee who transfers from Full-Time to Part-Time or Temporary, or Casual status, or vice versa will be credited with seniority to a maximum of one thousand nine hundred and fifty (1950) hours per calendar year.
- (c) Seniority will not be recognized for Casual Employees until they achieve a Regular permanent position. All hours worked at the Basic Rate of Pay up to that point shall be recognized toward seniority.
- 13.02 Employees shall not acquire seniority until the successful completion of their probationary period.
- 13.03 Seniority shall be recognized only where specifically referenced in this Agreement.
- 13.04 Seniority shall be considered in determining:
- (a) appointment and filling vacancies subject to the provisions specified in Article 14: Appointments, Transfers and Vacancies;
- (b) preference of choosing vacation time in Article 20: Annual Vacation;
- (c) layoffs and recalls, subject to the provisions specified in Article 25: Layoff/Recall Procedures;
- 13.05 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of six (6) months following the date of layoff if, during which time, the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Article 25: Layoff/Recall Procedures;
- (d) when an Employee has been absent for two (2) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- (e) when an employee fails to report to work on the first day following the expiration of a Leave of Absence, vacation or sick leave, unless a reason satisfactory to the Employer is given;
- 13.06 On an annual basis, the Employer will post on the Union bulletin board and provide the Union a copy of the seniority list setting out the names and starting

dates for each Employee. The Union will have thirty (30) days to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

13.07 The seniority list will be updated by the Employer not less frequently than once annually.

13.08 Where two or more Employees have the same number of Seniority hours, seniority for those Employees will be determined by a random draw performed by the Employer in the presence of a Union Representative or Union Steward. This seniority remains in place until the expiration of this Collective Agreement.

13.09 If an Employee disputes their Seniority hours, they must submit their request for a review of their hours within fourteen (14) calendar days of the Seniority list being posted. A copy of such request shall be provided to the Union.

ARTICLE 14

APPOINTMENTS, TRANSFERS, AND VACANCIES

14.01 Postings

(a) The Employer shall post notices of new and vacant positions within the bargaining unit not less than five (5) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Chapter Chairperson. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.

(b) The posting shall be identified by site and shall contain the following information; qualifications, employment status, Full-Time Equivalency (FTE), classification, hours of work, pay as per the Collective Agreement, date of posting and the date and time the posting closes.

(c) Temporary vacancies of eighteen (18) months or less will not be posted and will be filled at the discretion of the Employer. The duration of temporary positions may be extended upon agreement of the Union and such agreement shall not be unreasonably withheld.

14.02 When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the appointment shall be made on a casual basis only.

14.03 Applications

Applications for vacancies shall be made, in writing, in accordance with the procedures established by the Employer.

14.04 Selection

In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job-related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor for internal applicants.

The Employer may advertise externally during the posting period. If there are no suitable applicants from within the bargaining unit, the Employer may hire an employee from outside the bargaining unit.

14.05 Job Posting Award and Letter of Appointment

(a) The Employer will complete the job posting process and will notify all internal applicants who applied for said position prior to the start date of the posted position.

(b) Nothing herein shall prevent the Employer from temporarily filling any position or vacancy during the processing of the posting.

14.06 The successful applicant will be placed in the new position for a trial period of three hundred thirty-seven point five (337.5) hours. If, during the trial period, either the Employee or the Employer determines that the Employee is not suitable for the position, the Employee shall be reassigned to their former position in the bargaining unit, as will any Employee affected by the returning Employee.

14.07 An Employee who is transferred before completing their probationary period shall complete their initial probationary period in the new position.

14.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected by the Parties' statutory obligation to accommodate placement.

ARTICLE 15

HOURS OF WORK

15.01 This Article defines the normal hours of work. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.

15.02 It is understood and agreed that the Employer operates a continuous operation from Sunday at zero hundred (00:00) hours to Saturday at twenty four hundred (24:00) hours.

15.03 (a) Regular hours of work for Full-Time Employees, exclusive of meal periods, shall be a minimum of seven point five (7.50) hours per shift and thirty-seven point five (37.5) hours weekly averaged over an Employee's shift rotation.

- (b) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to seven point five (7.50) hours per shift and less than thirty-seven point five (37.5) hours weekly averaged over the Employee's shift rotation.
- (c) Regular hours of work for Casual Employees, exclusive of meal periods, shall be up to seven point five (7.50) hours per shift.

15.04 Employees will not be required to work split shifts, except by mutual agreement between the Employee, Employer and the Union.

15.05 Rest Periods and Meal Period

- (a) Employees working seven point five (7.50) hour shifts shall be:
 - (i) permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.
 - (ii) permitted one (1) unpaid meal period of thirty (30) minutes at approximately the mid-point of their shift.
- (b) Employees working less than a full shift will only receive rest periods as per 15.05 (a)(i) and shall be provided with a meal period for any shifts of five (5) hours or more in duration.
- (c) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.
- (d) An Employee required by the Employer to work, or be readily available to work, in excess of the regular hours of work as defined in Clause 15.03, due to being recalled during their unpaid meal period will be compensated at the Employee's Basic Rate of Pay should the Employer be unable to re-schedule the Employee's meal later in the same shift.

15.06 (a) Except in cases of emergency or by mutual agreement between the Employer and the Union, shift schedules for Employees working seven point five (7.50) hour shifts shall have:

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled shifts;
 - (iii) at least two (2) consecutive days of rest constituting a minimum of fifty-six (56) hours off duty once in every fourteen (14) calendar days.
- (b) Except by mutual agreement between the Employer and the Union, an Employee working seven point five (7.50) hour shifts shall receive at least one (1) weekend off every four (4) week period. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for Full-Time Employees for the purposes of this Article.

15.07 (a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance.

- (b) When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at one and one half times (1 1/2 X) their Basic Rate of Pay for all hours worked on the first shift of the changed schedule.

15.08 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid at the applicable rate of pay for all hours worked over seven point five (7.50) in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their Basic Hourly Rate of Pay for all hours worked.

15.09 An Employee who reports for a scheduled shift and is subject to cancellation of the shift because of an Employer error, shall be paid for a minimum of three (3) hours or for all hours worked, whichever is greater, at the Employee's Basic Hourly Rate of Pay.

15.10 This Article applies to Casual Employees except Clauses 15.06(a)(i), (iii), 15.06(b), and 15.07(a), which shall have no application to Casual Employees.

15.11 (a) In the event Employees of their own accord and for their own personal convenience wish to exchange shifts with another Employee, the following conditions must be met:

- (i) Employees must be from the same classification; and
- (ii) the exchange is agreed to, in writing, between the affected Employees prior to the active pay period in which the shift exchange or giveaway falls in; and
- (iii) prior approval of such exchange has been given, in writing, by the Employee's Client Service Manager (or designate). Such approval shall not be unreasonably denied;
- (iv) Shift exchanges are permitted for shifts of equal length and for full shifts only;
- (v) Shift exchanges must be completed within two (2) bi-weekly pay periods;
- (vi) Employees are allowed two (2) shift exchanges in each four (4) week scheduling period; and
- (vii) there is no additional cost to the Employer.

(b) Such exchange shall be recorded on the shift schedule.

(c) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 15 and 16, arising with the shift exchange. Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

15.12 Additional Shifts

- (a) Part-time Employees wishing to work additional hours, in the same classification, and who so indicate their availability in writing on a monthly basis to the Employer shall be given preference and first opportunity to work any additional hours. If all available shifts are not filled then Casual Employees may be assigned shifts as equitably as possible.
- (b) Shifts that are known to be available prior to the posting of the schedule, or shifts that become available after the posting of the schedule that are not a short notice shift (more than seven (7) days), shall be filled by Part-time Employees within the classification first, subject to the Part-time Employee's written availability, in order of the seniority list, on a rotational basis. The Employer shall bypass a Part-time Employee on the list who would be eligible for overtime if scheduled to work an available shift.
- (c) When shifts become available on short notice (seven (7) days or less) after the posting of the schedule, the Employer shall send a group text to all Part-time and Casual Employees, who have submitted their availability in writing. A time-limited response of ten (10) minutes is provided and all respondents are considered based on the seniority list. If no Part-Time Employee responds, the shift is awarded to the first Casual Employee who is contacted. The Employer shall bypass any Employee on the list who would be eligible for overtime if scheduled to work a short notice shift.

15.13

Casual Employees

- (a) Casual Employees are required to provide their availability, in advance, consisting of a minimum of three (3) weekdays and three weekend days of availability per month. As a Casual Employee, there is no guarantee or commitment of scheduled hours, and hours of work may vary and be irregular.
- (b) Casual Employees' employment status will be maintained by a monthly submission of availability. Casual Employees are required to be available and willing to work during times indicated as available. Employees who fail to provide availability for two (2) consecutive months will be deemed to have abandoned their position and their employment will be terminated.
- (c) The scheduled hours will consist of days, evenings, nights and/or weekends. Scheduled shifts may vary between three (3) and twelve (12) hours in duration, inclusive of a half-hour (1/2) unpaid break every five (5) hours worked.
- (d) Casual Employees are required to be available on five (5) Named Holidays per year, one of which shall be Christmas Day or New Years' Day.

ARTICLE 16

OVERTIME

- 16.01 Overtime is time authorized, in advance, by the Employer and worked by an Employee in excess of eighty-four (84) hours in a biweekly pay period.
- 16.02 Overtime hours shall be paid at one and half (1.5X) times the Basic Rate of Pay.
- 16.03 The Employer shall not reduce an Employee's regular hours of work to compensate for any overtime hours worked.
- 16.04 Where more than an additional three (3) hours is worked following a shift, the Employer shall provide the Employee with a thirty (30) minute unpaid break and upon presentation of a receipt, reimbursement of a meal allowance up to a maximum of ten (\$10.00) dollars
- 16.05 Overtime shall be based upon the employee's Basic Rate of Pay and there shall not be any duplicating or pyramiding of overtime under this agreement.
- 16.06 Overtime shall be paid out on each bi-weekly pay period.

ARTICLE 17

WAGES

- 17.01 The Basic Rates of Pay as set out in the Wage Schedule is applicable to all Employees covered by this Collective Agreement.
- 17.02 All Employees shall be paid on a bi-weekly basis, by direct deposit in accordance with the Employer's established practice and each Employee shall be provided with an itemized statement of earnings and deductions.
- 17.03 All Employees shall be paid in fifteen (15) minute increments.
- 17.04 While it is understood that Employees may require time at their worksite to adequately prepare for the beginning of their assigned shift, or to complete activities necessary at the end of their shift, to enable a smooth transition between shifts, any time worked in excess of fifteen (15) minutes at the end of the shift shall be paid in accordance with Article 17 Overtime.
- 17.05 For Employees working the seven point five (7.5) hour shifts
- (a) A Full-Time Employee shall be entitled to increments on the wage grid upon the completion of one thousand nine hundred fifty-seven point five (1957.5) hours of service, at Basic Rate of Pay, with the Employer, exclusive of overtime.
 - (b) Part-time, Temporary and Casual Employees shall be entitled increments on the wage grid upon the completion of one thousand nine hundred fifty-seven point five (1957.5) hours of service, at Basic Rate of Pay, with the Employer, exclusive of overtime.

17.06 When an Employee is transferred to a classification with a higher Basic Rate of Pay, they shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification that provides them with an increase in their Basic Hourly Rate of Pay.

17.07 When an Employee is transferred to a classification with a lower Basic Rate of Pay, their wage shall be adjusted immediately to the Basic Rate of Pay they would have been entitled to had they been in the lower rated classification from commencement of employment.

17.08 Recognition of Previous Experience

When a new Employee has experience satisfactory to the Employer, the Employee's starting wage shall be adjusted as follows:

- (a) Partial Years of experience and experience prior to two (2) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to Step 3 of the wage scale.

In order for previous experience to be considered by the Employer, it shall be the responsibility of the newly-hired Employee to provide to the Employer proof of recent related experience. If the Employee fails to do so within two (2) months of their date of hire, they will not be entitled to the recognition of previous experience.

17.09 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, RSA 2000, c.H-7 shall be employed as a Licensed Practical Nurse.

17.10 Overpayment and Underpayment

- (a) Should the Employer issue an Employee an overpayment/underpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments. The Employer shall take such internal administrative action as is necessary to correct such errors, providing such corrective action is taken within six months of the overpayment/underpayment.
- (b) In the event an Employee is overpaid, the Employer shall notify the Employee, in writing, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to twenty (20%) of the Employee's gross earnings per pay period.
- (c) In the event an Employee is underpaid, the Employee shall notify the Employer, in writing, that an underpayment has been made. The correction will be made in the pay period following the date on which the error comes to the Employer's attention.

ARTICLE 18

SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL

- 18.01 An Evening Premium of two dollars (\$2.00) per hour will be paid when working a shift where the majority of the shift falls within the period of fifteen hundred (15:00) hours and twenty three hundred (23:00) hours (Monday to Friday).
- 18.02 A Night Premium of two dollars and fifty cents (\$2.50) per hour will be paid when working a shift where the majority of the shift falls within the period of twenty three hundred (23:00) hours and zero seven hundred (07:00) hours (Monday to Friday).
- 18.03 A Weekend Premium of two dollars (\$2.00) per hour will be paid when working a shift where the majority of the shift falls between twenty three hundred (23:00) hours on a Friday to zero seven hundred (07:00) hours on a Monday.
- 18.04 The Evening, Night and Weekend Premiums shall not be considered as part of the Employee's Basic Rate of Pay and shall not be included in the calculation of overtime.
- 18.05 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 19

NAMED HOLIDAYS

- 19.01 All Regular Full-Time Employees shall be entitled to receive a days' pay for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

any day proclaimed to be a holiday by:

- (a) The Government of the Province of Alberta; or
- (b) The Government of Canada.

- 19.02 Qualifying for Named Holiday Pay

To qualify for a Named Holiday with pay, the Employee must:

- (a) work their scheduled shift immediately prior to, and immediately following, the holiday except where the Employee is absent for reasons acceptable to the Employer; and

- (b) work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.
- 19.03 Employees on layoff status, maternity leave, parental/adoption leave, Workers' Compensation, sick leave, or long-term disability on the date of the recognized holiday are not entitled to Named Holiday Pay.
- 19.04 Full-Time Employees
 - (a) Named Holiday Pay

Employees obligated to work on the Named Holiday shall receive, in addition to the days pay outlined in clause 15.03, one and one-half (1½ X) times the Basic Rate of Pay for all hours worked.
 - (b) Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday shall be incorporated into the vacation period and the Employee shall then retain one day of vacation in their vacation bank.
 - (c) Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive payment for such date at their Basic Rate of Pay.
- 19.05 (a) Part-time, Temporary, and Casual Employees shall be paid bi-weekly, in addition to their earnings, four point two percent (4.2%) of their earnings in lieu of Named Holiday benefits.
- 19.06 An Employee shall be scheduled so as to provide them with either Christmas Day or New Year's Day off unless otherwise requested. The Employer agrees to lift the shift giveaway/exchange limitation during the Christmas and New Year's pay periods.
- 19.07 There shall be no pyramiding of premium pay, overtime pay, sick leave and holiday pay.

ARTICLE 20

ANNUAL VACATION

20.01 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and at the rate of earning entitlement as follows:

Employee Group	During Years of Service	Entitlement (Vacation days or pay)
Full Time and Part Time	0 to 3 years	10 days
	3 to 10 years	15 days
	10+ years	20 days
Casual	0 to 3 years	4%
	3 to 10 years	6%
	10+ years	8%

- (b) The entitlement for Part time shall be prorated to their FTE. Part time Employees shall also earn vacation on extra shifts worked at the Basic Rate of Pay.
- (c) Casual Employees shall receive vacation pay on each pay cheque paid out of a percentage of all hours worked at the Basic Rate of Pay.

20.02 Time of Vacation

- (a) (i) As far as possible, Regular Full-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 15th of each year. Where an Employee submits her vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) When an Employee submits a written vacation request after March 31st, the Employer shall provide written approval or disapproval of the vacation request within twenty (20) working days of the request.

- 20.03 A request to utilize vacation after the application of the vacation planner shall be made, in writing, to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- 20.04 Employees are limited to ten (10) days of vacation during peak periods:
- (a) June 15 to September 15; and
 - (b) December 15 to January 8.
- 20.05 Seniority within each classification and each program shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- 20.06 An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement. Any vacation not used or scheduled by February 1st of each year will be scheduled by the manager. Any vacation still unused beyond this accrual shall be paid out by the Employer as of March 31st of each year.
- 20.07 Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- 20.08 Vacation upon Termination
- (a) An Employee who terminates their service or who is terminated shall receive their remaining vacation pay earned but not paid.
 - (b) Employees who do not provide notice of termination as outlined in this agreement shall be paid in accordance with Alberta Employment Standards.

ARTICLE 21

LEAVE OF ABSENCE

- 21.01 This Article will have no application to Casual Employees.
- 21.02 Provisions Governing Legislated Leaves of Absence
- The following provisions are applicable to all leaves of absence except where otherwise stated in the Employment Standards Code:
- (a) To be eligible for legislated leaves of absence, Employees must have been employed at least ninety (90) days unless specified otherwise.
 - (b) All leaves of absence are unpaid unless specifically noted otherwise.

- (c) Application for a leave of absence shall be submitted, in writing, to the Employer as early as possible but in no case less than that required by legislation. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.
- (d) Employees absent on a legislated leave of absence must give the Employer written notice of return to work as required by legislation for that Leave of Absence.
- (e) During an unpaid leave of absence of thirty days (30) or greater, an Employee shall not be entitled to accrue any named holidays, vacation, or other employment entitlements.
- (f) During an approved unpaid leave of absence, the Employer agrees to continue to pay the Employer's share of the bi-weekly benefit plan premiums for the remainder of the month in which the leave of absence commences.
- (g) Employees making application for any of the legislated Leaves of Absence should consult the legislation for full details of the procedures and entitlement for any variation from, or addition to, the information provided in this Article.

21.03

Bereavement Leave

- (a) Full-Time and Part-Time Employees shall be granted up to three (3) consecutive calendar days' bereavement leave at Basic Rate of Pay in the event of the death of the following relatives of the Employee:

spouse (including common-law and/or interdependent partner)
 fiancé(e) grandparent
 child sister-in-law
 parent brother-in-law
 step-child step-parent
 parent-in-law grandchild
 brother son-in-law
 sister daughter-in-law
 legal guardian

The employer may extend bereavement leave by two (2) additional days where return travel in excess of six hundred (600) kilometers is required. Such extension shall be without pay.

- (c) For the death of all other relatives as listed in the Employment Standards Code other than those in Clause 21.03(a), Employees shall be granted up to three (3) days of unpaid leave.
- (d) In the event of the death of another relative, not listed in Clause 21.03(a) or referenced in Clause 21.03(c), or close friend, and subject to the efficient operation of the Employer, the Employer may grant up to one (1) working day off without pay to attend the funeral service.

21.04

Maternity and Parental Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to sixteen (16) weeks of maternity leave and up to sixty-two (62) weeks' parental leave. Such leaves must be taken consecutively.
- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days' notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave benefits, if any.
- (d) An Employee who is the parent of a newborn or newly adopted child and who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to sixty-two (62) weeks of parental leave.
- (e) An Employee shall provide twenty-eight (28) days' notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with Clause 21.04(e).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within seventy-eight (78) weeks of the date a child is born or an adopted child is placed with the parent.
- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of their readiness to return to work, following which the Employer will reinstate the Employee in the same or equivalent position at not less than the same step on Schedule 'A' and with the seniority that accrued to the Employee up to the date the leave of absence commenced.

21.05

Jury or Witness Duty

- (a) A leave of absence will be granted to an Employee who is:
 - (i) required by law to serve as a juror; or
 - (ii) for matters arising out of their employment with the Employer, is subpoenaed as a witness in a court of law.

The Employee shall notify the Employer as soon as possible after they receive notice of jury duty or to appear as a court witness. The Employer may require the Employee to provide proof of being summoned to jury duty or to appear as a court witness.

- (b) Leave of absence for jury or witness duty will be without pay.

21.06 Compassionate Care Leave

- (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence, without pay and benefits, for a period up to twenty-seven (27) weeks.

Immediate family member shall mean mother, father, spouse, including fiancé(e), or child, in accordance with the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.
- (c) Approval of compassionate care leave shall be subject to the Employee fulfilling the eligibility requirements of the Employment Insurance regulations for such leave of absence.

21.07 Other unpaid Legislated Leaves of Absence entitlements per the Employment Standards Code include:

- Citizenship ceremony leave
- Critical illness leave
- Death or disappearance of child leave
- Domestic violence leave
- Long-term illness and injury leave
- Personal and family responsibility leave
- Reservist Leave

21.08 An Employee who neglects to return at the end of the approved legislated leave of absence shall be deemed to have terminated their employment.

21.09 Provisions Governing Discretionary Leaves of Absence

The following provisions are applicable to all leaves of absence except where otherwise stated:

- (a) Application for a leave of absence shall be submitted, in writing, to the Employer as early as possible. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.
- (b) Approval of leaves of absence shall be at the discretion of the Employer. Applications for such leave may be made on thirty (30) days written request if an Employee has been employed for at least one (1) continuous year. Granting such leave will be dependent on the needs of the operation. The Employer shall respond, in writing, within fourteen (14) calendar days of receiving an Employee's application for a leave of absence.

- (c) An Employee who neglects to return at the end of the approved leave of absence shall be deemed to have terminated their employment.
- (d) An Employee wishing to extend their leave of absence shall submit the request, in writing, to the Employer as early as possible in advance of the original end date of the leave of absence. The request for extension shall indicate the revised end date for the leave of absence. Approval of the extension of a leave of absence is at the discretion of the Employer.
- (e) During an unpaid leave of absence of thirty days (30) or greater, an Employee shall not be entitled to accrue any named holidays, vacation, or other employment entitlements.
- (f) During an approved unpaid leave of absence, the Employer agrees to continue to pay the Employer's share of the monthly benefit plan premiums for the remainder of the month in which the leave of absence commences.
- (g) For general leave only – Subject to the approval of the benefit plan carrier, an Employee may elect to continue their group benefit plan coverage for three months during the leave of absence by notifying the Employer, in writing, of their request. If continued coverage is approved by the benefit plan carrier, the Employee must pre-pay the full bi-weekly benefit plan premium, on a bi-weekly basis prior to the week to be covered. Failure to make this payment shall result in cancellation of the Employee's coverage under the said group benefit plan during the leave of absence

ARTICLE 22

SICK LEAVE

- 22.01
- (a) Sick leave credits are earned for the sole purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health-related portion of maternity leave.
 - (b) Sick leave with pay is only payable because of sickness and Employees who are absent from duty because of illness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and the Employer must notify the Employee prior to their return if proof of illness is required.
- 22.02
- Full and Part-Time Employees shall accumulate sick leave credits based on their hours worked. Credits will accrue bi-weekly at the rate of three point zero eight percent (3.08%) of each hour worked to a maximum of eight (8) days or sixty (60) hours per year. Any unused sick leave credits will not be paid out upon the end of an Employee's employment or a change in their work status.

Accruals will be prorated on hours worked for Part-time Employees.

- Casual Employees do not accrue sick leave credits.
- 22.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter, as required by the Employer. Employees shall notify their supervisor as soon as possible before their shift but with a minimum of five (5) hours notice before an evening or night shift.
- 22.04 An Employee granted sick leave shall be paid for the period of such leave at their Basic Hourly Rate of Pay and the time thus paid shall be deducted from their accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 22.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. When an Employee has been placed on a formal attendance management program, they shall provide proof of illness for every absence while they remain on the attendance management program. Other than individuals on attendance management programs, when an Employee is required to provide a medical certificate or proof of illness they shall be advised prior to their return to work. Provision of a sick note is the responsibility of the Employee.
- 22.06 The Employee may accrue a maximum of twelve (12) days' sick leave credits, and they shall no longer accrue sick leave credits until their accrual falls below that level.
- 22.07 An Employee who has exhausted their sick leave credits during the course of an illness or injury, and the illness or injury continues, may be granted a leave of absence without pay and benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee shall, in the pursuit of such request for leave of absence, comply with applicable legislation.
- 22.08 (a) During an Employee's absence due to sick leave the Employee will notify the Employer of their intention to, and fitness for, return to work as far in advance as possible.
- The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness for work.
- (b) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) is not capable of resuming work pursuant to Clause 22.08(a); or
 - (ii) for whom, after a reasonable effort having been made, alternate employment is not available, it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.

- 22.09 Employees shall make every reasonable effort to schedule their medical appointments outside scheduled hours of work but should that not be possible, provided that they have been given prior authorization by the Employer, sick leave credits may be used for the time required for the appointment.
- 22.10 Should an Employee be admitted to a hospital on an "in-patient" basis during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization, provided they notify their Employer upon return from vacation and provides satisfactory physician documented proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

ARTICLE 23

EMPLOYEE BENEFIT PLAN

- 23.01 The Employer shall provide to all eligible Full-Time Employees group benefits plans as set out below, subject to the terms and conditions of the contract with the carrier, including any enrolment requirements.
- (a) The Employer agrees to pay its portion of the billed premium towards coverage of eligible Employees in the active employ of the Employer under the extended health care plan and dental care plan, provided that the balance of the bi-weekly premium is paid by the Employee through payroll deduction. The Employer portion of the billed premiums are as follows and may be subject to change:
- Ninety percent (90%) for Tier 1 (Basic)
 - Sixty-five percent (65%) for Tier 2 (Comprehensive)
 - Fifty percent (50%) for Tier 3 (Enhanced)
- (b) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible Employees in the active employ of the Employer for a group life insurance plan and accidental death and dismemberment benefits.
- 23.02 Part-time Employees who work an average of twenty-two point five (22.5) hours per week during the first three (3) months of employment may be eligible to participate in the part-time group benefits plans, effective the first (1st) day of the fourth (4th) month. For continued participation in the benefits plans, Part-time Employees must maintain an average of twenty-two point five (22.5) hours per week. Application and coverage is subject to the terms and conditions of the contract with the carrier. The Employer's share of premium contributions for applicable benefits shall be the same as for Full-Time Employees provided that the balance of the bi-weekly premium is paid by the employee through payroll deduction.
- 23.03 Temporary Employees are not eligible to participate in the group benefits plans.

- 23.04 The Employer may, at any time, substitute another carrier or carriers to provide the group benefits plans. The Employer shall notify the Union of any change in carrier(s) within thirty (30) days prior to the change coming into effect.
- 23.05 Any disputes regarding an employee's benefit claim shall be a matter solely between the employee and the carrier and shall not be the subject of a grievance or arbitration.

ARTICLE 24

WORKERS' COMPENSATION

- 24.01 Employees in receipt of Workers' Compensation benefits will be paid directly by Workers' Compensation Board (WCB).
- 24.02 An Employee receiving Workers' Compensation benefits shall be deemed on leave and shall:
- (a) maintain all hours worked prior to receiving compensation for the purpose of any applicable wage increments.
 - (b) maintain their group benefits as outlined in Article 23 for a period of up to one (1) year by continuing to pay the full cost of the benefit premiums to the Employer on a bi-weekly basis.
- 24.03 Employees will be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for WCB. Sick leave benefits will be payable provided:
- (a) the Employee has sick leave credits available; and
 - (b) the Employee meets the eligibility requirements for sick leave; and
 - (c) the Employee assigns their WCB benefits to the Employer to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.
- After the money for sick leave has been recovered from the assigned WCB benefits, the Employer will then reinstate the Employee's sick leave credits to the appropriate level and the Employee shall receive their benefits directly from the Workers' Compensation Board.
- 24.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board as fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days' written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.
- 24.05 The Employee shall keep the Employer informed of the progress of their condition on an ongoing basis.

ARTICLE 25

LAYOFF/RECALL PROCEDURE

25.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce; a discontinuation in whole or in part of an undertaking, activity or service; reduction in regularly scheduled hours of work of a Regular Employee, the Employer will notify Employees, in writing, who are to be laid off at least fourteen (14) calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including fire, flood, or natural disaster. When an Employee is on an approved Leave of Absence or receiving Workers' Compensation benefits, the notice of layoff shall be served when the Employee has provided notice of readiness to return to work, unless the Employee requests otherwise.

25.02 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet at least fourteen (14) calendar days prior to Employees receiving notification of the layoff. The Union agrees to respect confidentiality of any impending layoff until the Employer has had the opportunity to communicate the changes to the Employee(s). The purpose of this meeting shall include, but not be limited to:

- (a) discuss the parameters of the layoff and review the current seniority list
- (b) discuss the process by which Employees will receive written notification (e.g., individual meetings, timeframes)
- (c) review written notification documents to ensure content accurately discloses process and options available to affected Employees.
- (d) discuss other relevant factors the parties agree on.

25.03 In determining the order of layoff, the Employer shall lay off Employees by classification, in reverse order of seniority, provided that the remaining Employees have the qualifications to perform the available work satisfactorily.

At the time of providing written notice of reduction to affected Employee(s), the Employer shall:

- (a) post the seniority list set out in Article 13; and
- (b) schedule a consultation meeting between the affected Employee(s), the Employer, and the Union Representative, at which time the Employer shall advise the Employee of their options according to this Article.

The consultation meeting shall not be unreasonably delayed as a result of the unavailability of a Union Representative.

- 25.04 Employees on layoff have the option to remain on the Casual list and pick up shifts as they become available. Calls made for available Casual shifts will be in order of seniority of those Employees who have notified the Employer, in writing, of their availability. Employees shall have the right to refuse calls for Casual shifts without affecting their right to recall, providing they accept fifty percent (50%) of the shifts for which they advised they were available for over a six (6) week period.
- 25.05 No new Full-Time or Part-Time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications, skills and ability to perform the work required and are available to do so.
- 25.06 The Employer retains the right to move unaffected Employees to other units to maintain stable staffing levels amongst the units.
- 25.07 The implementation of this Article, including revision to shift schedules necessitated as a direct result from the reduction of Employees under Clause 25.01, shall not constitute a violation of the terms of this Collective Agreement.
- 25.08 For a maximum period of six (6) months, Employees affected by layoff and not receiving severance pay shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.
- 25.09 Other than the continuance of certain benefits as may be arranged under Clause 25.08 and the retention of seniority under Article 13 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Clauses 25.05 and 25.11.
- 25.10 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 25.11 When recalling Employees on lay-off, recalls shall be carried out in order of seniority provided the Employee being recalled has the qualifications, skills and abilities to perform the required work satisfactorily.
- The method of recall to a Regular position shall be by telephone at the number designated by the Employee, and, if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. The Employee so notified will report for work as directed, but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. Failure to notify the Employer shall result in a deemed resignation.
- 25.12 Termination of Recall Rights
- The employment of an employee shall be considered terminated when the Employee does not accept recall to a Regular position, or has been on layoff for six (6) months without being recalled, whichever first occurs.

25.13 Severance

In the event of layoff resulting in permanent reductions of Regular Employees, severance pay, calculated by averaging the Employee's wages during the previous thirteen (13) weeks, shall be granted in accordance with Alberta Employment Standards.

25.14 Casual and Temporary Employees

This Article shall have no application to Casual and Temporary Employees.

ARTICLE 26

DISCIPLINE AND DISMISSAL

26.01 No Employee shall be disciplined without just cause.

26.02 The Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, however, the Employer may immediately suspend an Employee pending an investigative and/or disciplinary meeting with the Employer, or dismiss an Employee where warranted

26.03 An Employee shall have the right to Union representation of their choosing during an investigative and/or disciplinary meeting with the Employer. The unavailability of the chosen Union Representative or Union Steward shall not unduly delay the meeting.

26.04 When disciplinary action is taken against an Employee, the Employee shall be informed, in writing, as to the reason(s) for such action.

26.05 Any letter of reprimand, suspension or other sanction shall not be relied upon for further disciplinary action after a period of twenty-four (24) months following the receipt of such letter, suspension or other sanction, providing the employee's record has been discipline-free during the applicable twenty-four (24) months of employment.

26.06 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action, provided this action results in the abandonment of the grievance.

26.07 Once a year, or if the Employee has commenced grievance proceedings under Article 27, the Employee may:

- (a) Upon not less than twenty (20) working days' notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their employment file and shall, on request, be provided with copies of materials contained in the employment file, which shall be corrected if inaccurate.

- (b) Where an Employee has requested the entire contents of the file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.

26.08 In the event an Employee is reported to their licensing body or Protections for Persons in Care (PPIC) by the Employer, the Employee shall be provided a copy of the letter.

ARTICLE 27

GRIEVANCE PROCEDURE

27.01 Grievance Scope and Definitions

- (a) A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable. A grievance shall be categorized as follows:
 - (i) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at “the initial problem solving stage” of the grievance procedure as outlined in Article 27.05 except in cases of suspension or dismissal which may commence at Step 2; or
 - (ii) a group grievance is a dispute affecting two (2) or more Employees. Such grievance may be initiated at Step 1 and processed therefrom in the same manner as an individual grievance as outlined in Article 27.06. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
 - (iii) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved Party first became aware of, or reasonably should have become aware of, the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration. Notwithstanding Article 27.01(a) and Article 27.05, the parties may mutually agree to advance the grievance to a subsequent step in the grievance process.

In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

27.02

Authorized Representatives

An Employee may be assisted and represented by a Union Steward or Union Representative when presenting a grievance.

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with, in any way, in the performance of their functions while handling disputes and presenting adjustments as provided in this Article. However, no representative shall leave their work without obtaining consent from management, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance, provided that the representative does not leave the Employer's premises. Overtime rates shall not apply to any time spent by the Union Steward as contemplated in this Article.

27.03

Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE for policy grievances and to the Union Representative (Membership Services Officer) for individual or group grievances.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Manager or their designated alternate. Policy Grievances shall be submitted directly to the Regional Director or their designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day.

27.04

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 19.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance, may commence at Step 2.

27.05 Initial Problem-Solving Stage

If a dispute arises between the Employer and the Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall discuss the matter with their immediate Supervisor or designate, who is not within the scope of this Collective Agreement, with a view to resolving it within ten (10) days of the occurrence causing the grievance or within ten (10) days of the time when the Employee first became aware of, or reasonably should have become aware, that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to formal dispute resolution at Step 1.

27.06 Formal Dispute Resolution

Step 1

A grievance shall be submitted, in writing, by the Union to the Clinical Service Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Clinical Service Manager or designate shall meet with the grievor and Union Steward or Union Staff Representative within ten (10) days of receiving the grievance and shall render a written decision, within fifteen (15) days of the grievance meeting, with a copy to the Union.

Step 2

If the grievance is not resolved under Step 1, the Union may, within ten (10) days of the receipt of the written decision of the Manager or designate, submit the grievance, in writing, to the Regional Director or designate, specifying the nature of the grievance/s and the redress sought, who, in conjunction with the Clinical Service Manager shall meet, including by way of teleconference, with the grievor and the Union Steward or Union Representative within fifteen (15) days of receiving the grievance and shall render a written decision to the Union within fifteen (15) days of the meeting.

27.07 Alternative Dispute Resolution Process (ADRP)

At any point of the grievance process prior to mediation, the Parties may agree to resolve the issue in dispute through the Alternative Dispute Resolution Process (ADRP) within the following parameters:

- (a) The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution that is satisfactory to both Parties.
- (b) Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.
- (c) Each ADRP will be facilitated jointly by one (1) representative from the Union and one (1) representative from the Employer.

- (d) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution to the matter in dispute.
- (e) Any and all information and documents shared during, or in preparation for, the ADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (f) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties, do not set a precedent, and are considered privileged. Resolutions cannot be used for any other purpose.

27.08

Mediation

A grievance not resolved at Step 2 or through the ADRP may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

27.09

Arbitration

Either of the Parties, within ten (10) days of the Employer's reply at Step 2, may submit a grievance to arbitration and shall notify the other Party, in writing, of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (c) inform the other Party of the name of its appointee to an Arbitration Board, or
- (d) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance. If the Parties are unable to agree upon the choice of a Chairperson, they shall immediately request the appointment of an arbitrator through Alberta Mediation Services.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they 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.

The decision of a 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.

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.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to, in writing, by the Parties.

ARTICLE 28

JOB CLASSIFICATIONS

- 28.01 Employees holding positions which fall within the Bargaining Unit shall have access to their job description.
- 28.02 (a) New job classifications properly included in this Collective Agreement may be established by the Employer during the term of the Collective Agreement. Basic Hourly Rates of Pay for such new job classifications shall be set by the Employer. Written notice of such action shall be provided to the Union along with a copy of the class specifications. If the Union does not agree with the hourly rate, they will notify the Employer within twenty-one (21) calendar days. The Employer and the Union will then negotiate an agreeable hourly rate.
- (b) If negotiations fail to produce an agreement after a *bona fide* attempt at negotiations, then the Basic Hourly Rates of Pay may be settled through arbitration in accordance with Clause 27.09.
- (c) Where the Union has submitted the unresolved issue to arbitration, the Employer may implement the new salary range for the new class, subject to final determination by the Arbitration Board. The decision of the Arbitration Board shall apply only to Employees who are still employed on the date the decision is made.

ARTICLE 29

NOTICE OF SUBCONTRACTING

- 29.01 In the event Regular Employees will be permanently displaced due to subcontracting the Employer will provide the Union with at least sixty (60) calendar days notice of such change, and will meeting, discuss and consult about reasonable measures to protect affected Employees.
- 29.02 The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) Employees, where it results in the layoff or reduction of hours of work, or displacement of Regular Employees or reduction in the compensation of a Regular Employee in the bargaining unit. For the term of this Collective Agreement only after all of the applicable bargaining unit Employees have been given the opportunity to fill a vacant shift, may the Employer choose to fill such vacant shift with a non-bargaining unit staffing agency employee.
- 29.03 Notwithstanding Clause 29.02, providing they possess the necessary qualifications and skills, a Manager may supplement the work of the bargaining unit, rather than utilizing staffing agency(s) Employees, but only if all of the applicable bargaining unit Employees have been given the opportunity to fill a vacant shift.

ARTICLE 30

INSERVICE AND ORIENTATION

- 30.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and also recognize the responsibility for such continuing education lies jointly with the Employee and the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- 30.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the Basic Rate of Pay for attendance.
- 30.03 The Employer shall provide a paid orientation for all Employees.

ARTICLE 31

PENSION PLAN

- 31.01 All present Employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New Employees and Employees employed but not yet eligible for membership may enroll in the Plan when eligible in accordance with its terms and conditions.

ARTICLE 32

UNIFORMS

- 32.01 Where the Employer requires the Employee to wear a specific uniform upon hire each Regular Full-Time Employee shall be provided four (4) uniform tops and each Regular Part-Time Employee shall be provided with three (3) uniform tops. Upon request, a Regular Employee can exchange one (1) uniform top at regular periods consisting of three (3) calendar years from their original date of hire. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

WAGE GRID

The following will apply:

1. Both Parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience.
2. Employees will move to the next step upon completion of one thousand nine hundred fifty-seven point five (1957.5) hours. Hours will be carried over since the last increase.
3. Anyone whose current wages are above the grid rates will remain red circled at that rate until the grid catches up.
4. In the event that there is just reason to believe that formal documented performance improvement has not occurred, an annual increment may be withheld.

POSITION	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23
Health Care Aide & Rec Therapy Aide & Administrative Clerk	Increase 0.50%	Increase 0.50%	Increase 1.00%	Increase 1.00%
Start	\$18.27	\$18.36	\$18.55	\$ 18.73
Year 1 – 1,957.5 hours	\$18.63	\$18.73	\$18.91	\$ 19.10
Year 2 – 3,915 hours	\$19.01	\$19.11	\$19.30	\$ 19.49
Year 3 – 5,872.5 hours	\$19.39	\$19.48	\$19.68	\$ 19.87
Year 4 – 7,830 hours	\$19.88	\$19.98	\$20.18	\$ 20.38
Year 5 – 9,787.5 hours	\$20.37	\$20.47	\$20.68	\$ 20.88
Year 6 – 11,745 hours	\$20.89	\$21.00	\$21.21	\$ 21.42

POSITION	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23
Licensed Practical Nurse	Increase 0.50%	Increase 0.50%	Increase 1.00%	Increase 1.00%
Start	\$25.38	\$25.50	\$25.76	\$ 26.02
Year 1 – 1,957.5 hours	\$25.89	\$26.02	\$26.28	\$ 26.54
Year 2 – 3,915 hours	\$26.40	\$26.53	\$26.80	\$ 27.07
Year 3 – 5,872.5 hours	\$27.06	\$27.20	\$27.47	\$ 27.75
Year 4 – 7,830 hours	\$27.74	\$27.88	\$28.16	\$ 28.44
Year 5 – 9,787.5 hours	\$28.57	\$28.72	\$29.00	\$ 29.29
Year 6 – 11,745 hours	\$29.43	\$29.57	\$29.87	\$ 30.17

POSITION	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23
Recreational Therapist	Increase 0.50%	Increase 0.50%	Increase 1.00%	Increase 1.00%
Start	\$30.15	\$30.30	\$30.60	\$ 30.91
Year 1 – 1,957.5 hours	\$30.75	\$30.91	\$31.22	\$ 31.53
Year 2 – 3,915 hours	\$31.37	\$31.52	\$31.84	\$ 32.16
Year 3 – 5,872.5 hours	\$32.15	\$32.31	\$32.63	\$ 32.96
Year 4 – 7,830 hours	\$32.95	\$33.12	\$33.45	\$ 33.78
Year 5 – 9,787.5 hours	\$33.95	\$34.12	\$34.46	\$ 34.80
Year 6 – 11,745 hours	\$34.96	\$35.14	\$35.49	\$ 35.85

LETTER OF UNDERSTANDING #1

BETWEEN

SAINT ELIZABETH HEALTH CARE

AT ST. THOMAS HEALTH CENTRE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 047/049

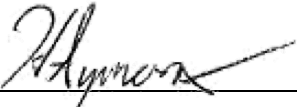
RE: Extended Work Day

1.01 The Hours of Work terms and conditions in Article 15 shall apply to extended shifts except where modified as follows:

- (a) For the purposes of extended shifts only, the following definitions will apply.
- (i) "Full-Time Employee" is one who is regularly scheduled to work a minimum of eleven (11) hours per shift to a maximum of forty-four (44) hours per week exclusive of unpaid meal periods, averaged over a four-week period.
 - (ii) "Part-time Employee" is one who is regularly scheduled to work less than one hundred seventy-six (176) hours averaged over a four-week period, exclusive of unpaid meal periods.
 - (iii) "Extended Shift" will mean a daily shift of eleven (11) or eleven point five (11.5) hours.
- (b) Provisions
- (i) There will be two (2) unpaid meal periods of thirty (30) minutes during the extended shift.
 - (ii) There will be one (1) paid rest period of fifteen (15) minutes during each full period of three point eight three (3.83) hours during the extended shift.
 - (iii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (iv) Schedules will provide:
 - at least eleven (11) hours off between shifts;
 - at least two (2) consecutive days of rest;

- at least twenty-two (22) hours off duty between shift change over between extended shifts; and,
 - at least one (1) weekend off in four (4) over a four (4) week period;
 - no more than four (4) consecutive extended shifts.
- (c) Overtime is all hours authorized by the Employer and worked by the Employee in excess of twelve (12) in a day or more than one hundred seventy-six (176) hours averaged over a four (4) week period. Overtime as defined above will be paid at overtime rates.
- (d) The annual vacation entitlement an Employee receives under the extended work day schedule will correspond exactly in hours to the vacation entitlement of a seven point five (7.50) hour schedule. All other matters pertaining to annual vacation will be pursuant to the Collective Agreement.
- (e) For Full-Time Employees, the one (1) day off with pay or payment in lieu of Named Holidays referred to in Article 19 will be paid at seven point five (7.50) hours per Named Holiday, and in no instance will a Full-Time Employee be paid in excess of eighty-two point five (82.50) hours annually for such Named Holidays benefits.

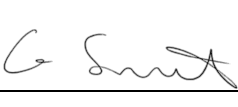
ON BEHALF OF THE EMPLOYER:



September 21, 2021

DATE

ON BEHALF OF THE UNION:



July 14, 2021

DATE

LETTER OF UNDERSTANDING #2

BETWEEN

SAINT ELIZABETH HEALTH CARE

AT ST. THOMAS HEALTH CENTRE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 047/049

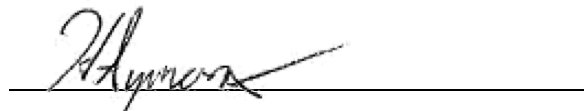
RE: Workload Issues

Whereas the Parties agree issues regarding workload are detrimental to the Residents, the Employees and the Employer,

Therefore the Parties agree to the following:

1. If an individual has an issue with managing workload, they should discuss it with the Assistant Client Services Manager, or designate.
2. If, following the initial discussion, the workload issue remains unresolved, the Employee may request a meeting with the Client Services Manager, or designate. A request for such a meeting shall not be unreasonably denied. If requested by the Employee, a Union Representative or Union Steward may attend the meeting.
3. If the workload issue has wider implications, it should be forwarded to the EMAC committee.

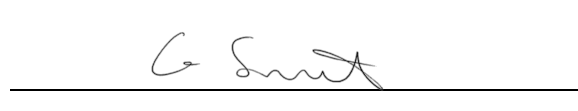
ON BEHALF OF THE EMPLOYER:



September 21, 2021

DATE

ON BEHALF OF THE UNION:



July 14, 2021

DATE

LETTER OF UNDERSTANDING #3

BETWEEN

SAINT ELIZABETH HEALTH CARE

AT ST. THOMAS HEALTH CENTRE

AND

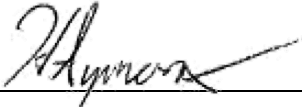
ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 047/049

RE: Temporary Transfer Out of Bargaining Unit

Recognizing that there may be opportunities where a bargaining unit Employee has the requisite skills and qualifications to fill a temporary position outside of the bargaining unit, the Parties agree on the following terms and conditions relating to seniority retention and accumulation:

1. An Employee who is transferred to a position outside of the bargaining unit for a period of not more than eighteen (18) months shall retain, but not accumulate, their seniority held at the time of the transfer. In the event that the Employee subsequently returns to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.
2. The above time-frame may be extended, by written mutual agreement between the Union and the Employer, for a further period of up to six (6) months.
3. In the event that an Employee is transferred to a position outside of the bargaining unit for a period in excess of twenty-four (24) consecutive months, they will lose all seniority held at the time of transfer. In the event the Employee is returned to a position in the bargaining unit, the Employee's seniority will accrue from the date of their return to the bargaining unit.


ON BEHALF OF THE EMPLOYER:



September 21, 2021

DATE

ON BEHALF OF THE UNION:



July 14, 2021

DATE

LETTER OF UNDERSTANDING #4

BETWEEN

**SAINT ELIZABETH HEALTH CARE
(at Saint Thomas Health Centre)**

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 047/049

Terms and Conditions for Chaplain

WHEREAS, the Parties recognize a Chaplain has a unique role in the workplace; and

WHEREAS, the Parties recognize the skills, qualifications, educational and experience requirements are unique in this bargaining unit; and

WHEREAS, the position of Chaplain was determined to be in the bargaining unit at the time of certification; and

WHEREAS, the position of Chaplain is now encumbered;

Therefore, the Parties agree on the following:

RE: Chaplain Flex Hours

1. Due to the nature of the work, the Chaplain will work Flex hours throughout the week, recognizing that, on occasion, the services provided are required during the evening, night and on weekends.
2. Article 15: Hours of Work and Article 16: Overtime will not apply but instead the Chaplain will be responsible for flexing and balancing their work hours based on the requirements of the Residents and their families. Any pre-approved hours worked in excess of 168 hours in a 4 week period will qualify for Overtime.

RE: Chaplain Wage Grid

3. The position of Chaplain will be on a seven-step wage grid.
4. The placement on the wage grid will depend on a combination of skill, experience and qualifications, specifically but not limited to:
 - a. Education preparation
 - i. Masters' degree in theology or divinity
 - ii. Basic Supervised Pastoral Education (SPE). A minimum of two additional units of Advanced SPE with Clinical Pastoral Education (CPE) preferred. Training needs to

be provided by an accredited Canadian Association for Spiritual Care training facility or its equivalent.

- b. Professional affiliations
 - i. Membership with the Canadian Association for Spiritual Care (CASC/ACSS) required.
 - ii. Willingness to seek Specialist status with CASC or equivalent.
 - c. Experience
 - i. Minimum of one (1) year of related experience in a care setting, preferably with Seniors
 - d. Skills
 - i. Ability to provide spiritual care to Seniors, including those with special needs and/or dementia.
5. Progression on the wage grid is dependent upon demonstrated qualifications, experience and competency, as measured in their performance appraisals.
6. The Wage grid for this position is as follows:

POSITION	JANUARY 1, 2019
Start	\$29.00
Year 1 - 1,957.5 hours	\$29.58
Year 2 - 3,915 hours	\$30.17
Year 3 - 5,872.5 hours	\$30.93
Year 4 - 7,830 hours	\$31.70
Year 5 - 9,787.5 hours	\$32.65
Year 6 - 11,745 hours	\$33.63

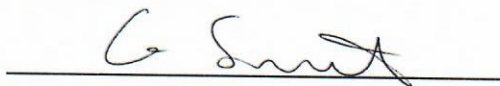
7. All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.

Signed this 10th day of September, 2021

For the Employer



For the Union



IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

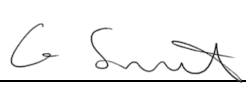
Signed this 14th day of July, 2021.

ON BEHALF OF THE EMPLOYER:



WITNESS

ON BEHALF OF THE UNION:



Rachelle Weisgerber

WITNESS