



COLLECTIVE AGREEMENT

BETWEEN THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 047 CHAPTER 025

AND

ST. MICHAEL'S MANOR VEGREVILLE

April 1, 2018 to March 31, 2025

NUMERICAL TABLE OF CONTENTS

<u>Article No.</u>		<u>Page No.</u>
	Preamble	1
1	Term of Collective Agreement	2
2	Definitions	2
3	Union Recognition and Security	4
4	Union Membership and Dues Deduction	5
5	Management Rights.....	6
6	Respectful Workplace.....	6
7	In-Service Programs	7
8	Probationary Period	7
9	Seniority.....	8
10	Performance Evaluations/Personnel File.....	9
11	Appointments, Transfers and Promotions	10
12	Hours of Work.....	11
13	Overtime	13
14	Salaries.....	14
15	Pyramiding.....	15
16	Shift Differential	15
17	Weekend Premium	17
18	Temporary Assignments.....	18
19	Employee-Management Advisory Committee	18
20	Resignation and Termination.....	18
21	Transportation.....	19
22	Named Holidays	19
23	Annual Vacation.....	21
24	Employee Benefits Plan.....	22
25	Sick Leave	24
26	Workers' Compensation	26
27	Leaves of Absence	28
28	Registered Retirement Savings Plan.....	33
29	Regular Part-Time Employees.....	33
30	Temporary Employees.....	42
31	Casual Employees.....	42
32	Layoff and Recall	48
33	Discipline and Dismissal/Employee Files	51
34	Health and Safety	52
35	Copies of Collective Agreement	53
36	Grievance Procedure.....	53
37	Dress Code.....	56
	Letter of Understanding #1 - Flexible Health Spending Account	57
	Letter of Understanding #2 - Article 23 Annual Vacation.....	58
	Salaries Schedules	59

ALPHABETICAL TABLE OF CONTENTS

<u>Article No.</u>		<u>Page No.</u>
23	Annual Vacation.....	21
11	Appointments, Transfers and Promotions	10
31	Casual Employees.....	42
35	Copies of Collective Agreement	53
2	Definitions.....	2
33	Discipline and Dismissal/Employee Files	51
37	Dress Code.....	56
24	Employee Benefits Plan.....	22
19	Employee-Management Advisory Committee	18
36	Grievance Procedures	53
34	Health and Safety	52
12	Hours of Work.....	11
7	In-Service Programs.....	7
32	Layoffs and Recall	48
27	Leaves of Absence	28
	Letter of Understanding #1 - Flexible Health Spending Account.....	57
	Letter of Understanding #2 – Article 23 Annual Vacation.....	58
5	Management Rights.....	6
22	Named Holidays	19
13	Overtime	13
	Preamble	1
10	Performance Evaluations/Personnel Files.....	9
8	Probationary Period	7
15	Pyramiding.....	15
28	Registered Retirement Savings Plan.....	33
29	Regular Part-Time Employees.....	33
20	Resignation and Termination.....	18
6	Respectful Workplace.....	6
14	Salaries.....	14
	Salaries Schedules	59
9	Seniority.....	8
16	Shift Differential	15
25	Sick Leave	24
18	Temporary Assignments.....	18
30	Temporary Employees.....	42
1	Term of Collective Agreement	2
21	Transportation.....	19
4	Union Membership and Dues Deduction	5
3	Union Recognition and Security	4
17	Weekend Premium	17
26	Worker's Compensation	26

COLLECTIVE AGREEMENT made this 25 day of July 2023.

ST. MICHAEL'S MANOR VEGREVILLE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 047 CHAPTER 025

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement up to and including March 31, 2025, and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, 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.

ARTICLE 2
DEFINITIONS

- 2.01 "Arbitration and Adjudication" takes its meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.
- 2.02 "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.03 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.04 "Code" means The Labour Relations Code, as amended from time to time.
- 2.05 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-Time Employee" is one who is regularly scheduled to work the full specified hours in Article 12: Hours of Work;
 - (ii) "Part-Time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 12: Hours of Work.

- (b) "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.
- (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 six (6) months; 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.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "Employer" means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the facility.
- 2.08 "Facility" means the supportive living facility named as the "Employer" in this Collective Agreement.
- 2.09 "FTE" means Full-Time equivalent.
- 2.10 "Shift" means a daily tour of duty excluding overtime hours.
- 2.11 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding six (6) weeks.
- 2.12 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

ARTICLE 3
UNION RECOGNITION AND SECURITY

3.01 Recognition

The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.

3.03 Employees shall be permitted to wear a lapel size pin representative of their Union during all hours of employment. The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to Article 37: Dress Code.

3.04 Union Representation

For the purposes of this agreement, the Union shall be represented by:

(a) Union Stewards

(i) Employees who are appointed as Union Stewards shall be recognized for their authority to represent other Employees.

(ii) A Union Steward is employed to perform work for the Employer and they will not leave work during working hours to perform their duties without obtaining the permission of their manager or designate, such permission shall not be unreasonably withheld.

(iii) A Union Steward shall not suffer any loss in pay for time spent performing their duties as provided in this Collective Agreement.

(b) Officers who are members of the Local who are elected or appointed by the Employees to act on their behalf.

(c) the President of the Union, or Officers or Staff Members of the Union designated by the President, in writing pursuant to the Union's constitution, to perform specific functions pertaining to this agreement.

(d) The Union shall provide the Employer with a current list of Union Stewards, Officers and Union Representatives on an annual basis.

3.05 (a) The Employer shall grant Union Representatives access to its premises for the purpose of Union Business subject to the approval of the site manager or their designate.

- (b) Union membership meetings may be held on the Employers premises subject to the approval of the site manager or their designate.

3.06 Bulletin Board Space

The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

- 3.07** A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01** All Employees have the right to bargain collectively with the Employer through the Union.

- 4.02** Membership in the Union is voluntary.

- 4.03** Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made specifying the amounts of Union dues deducted and gross earnings of each employee. Such list shall include newly hired and terminated Employees. The Employer shall provide to the Union monthly, a listing of Employees specifying the following:

- (a) Classification;
- (b) Category (Regular, Temporary, Casual);
- (c) Regular Hours of Work;
- (d) Date of Hire;
- (e) Mailing Address;
- (f) Hourly Rate of Pay;
- (g) Home Phone and Email address (if available).

4.04 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.

4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

ARTICLE 5
MANAGEMENT RIGHTS

5.01 The Employer retains all rights not specifically limited or restricted by this Collective Agreement.

ARTICLE 6
RESPECTFUL WORKPLACE

6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes an environment of trust, dignity and respect. The Employer shall maintain current policies to provide a workplace free from harassment, abuse and discrimination. Should the Employer change, modify or remove the policies, the Union will be notified and provided a copy of the revised policies.

6.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.03 The foregoing shall not apply with respect to a refusal, limitation, specification or preference based upon a bona fide occupational requirement.

6.04 The Employer will investigate all written complaints of harassment or abuse within the facility. The confidentiality of individuals concerned shall be maintained and only disclosed for the purposes of investigating the complaint. If the complainant requires support or assistance, they will be allowed access to a third party including a Union representative.

6.05 Investigations will commence within five (5) days of receipt of the written complaint and be concluded in a timely manner. The Director of Human Resources will provide a written report of the findings. The report will contain any recommendations to be taken including corrective action.

ARTICLE 7
IN-SERVICE PROGRAMS

- 7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with 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.
- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance, including travel. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (a) CPR and First Aid (when established by the Employer as a mandatory qualification);
 - (b) Fire, evacuation and disaster procedures;
 - (c) Proper lifting and prevention of back injuries and proper use of equipment (for newly hired employees as soon as reasonably practicable);
 - (d) Workplace Hazardous Materials Information System (WHMIS).
 - (e) Infection Control Protocol (for newly hired employees as soon as reasonably practicable);
 - (f) Safe Food Handling (when established by the Employer as a mandatory qualification).
- 7.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- 7.04 Employees who, with the prior approval of the Employer, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs, including payment for travel.

ARTICLE 8
PROBATIONARY PERIOD

- 8.01 An Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked.

During the probationary period the Employee may be terminated for any reason, without:

- (a) notice; or
- (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code) and shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

8.02 The Employer shall provide a minimum two (2) shifts paid orientation period for all new Employees.

8.03 Subject to Article 10: Performance Evaluations/Personnel File, the Employer shall provide a performance evaluation of each probationary Employee at least once during their probationary period.

ARTICLE 9 **SENIORITY**

9.01 A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service with the Employer commenced within the bargaining unit, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

9.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 9.01.

9.03 Seniority shall be considered in determining:

- (a) preference of vacation time in Article 23: Annual Vacation;
- (b) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall
- (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments, Transfers and Promotions;
- (d) the selection of available rotations by Employees affected by a new master rotation that does not change an Employee's full time equivalency (FTE).

9.04 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 twelve (12) 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 32.07.

9.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union Representative, a seniority list containing the name and seniority date of each Regular Employee in the bargaining unit in chronological order. The designated Union Representative shall be responsible for the posting of the seniority list. The seniority list will be updated by the Employer and provided to the designated Union Representative not less frequently than every six (6) months thereafter.

9.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

ARTICLE 10
PERFORMANCE EVALUATIONS/ PERSONNEL FILE

10.01 The Parties recognize the desirability of a performance evaluation system designed to effectively evaluate performance and assist in the development of the Employees in the facility. The purpose of the performance evaluation is to constructively review the Employee's performance during the review period.

10.02 Meetings for the purpose of the performance evaluation interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of their performance evaluation document. The Employee shall sign their performance evaluation for the sole purpose of indicating that they are aware of the performance evaluation; and it has been discussed with her. An Employee shall have the right to respond in writing within ten (10) days of the performance evaluation interview, and that reply shall be placed in their personnel file.

10.03 An Employee's performance evaluation shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

10.04 The Employer's representative who conducts the performance evaluation shall be in a position outside the bargaining unit.

ARTICLE 11
APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 11.01 The Employer shall post within the facility notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required;
 - (b) employment status.
- For information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.
- 11.02 Applications for vacancies, transfers or promotions, shall be submitted, in writing, for each position of interest to the Employee. Applications for vacancies, transfers or promotions shall be submitted to such officer of the facility as the Employer may designate.
- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 11.04
- (a) When making promotions and transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills; education/training; knowledge; acceptable performance, and other relevant attributes; and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
 - (b) Subject to Clause 11.04(a), Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.
- 11.05 The Employer shall, within seven (7) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for seven (7) calendar days. The Employer shall provide the Employee with a letter confirming, the transfer, promotion or selection into the vacancy.
- 11.06 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of Rehabilitative Modified Work.
- 11.07 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12
HOURS OF WORK

- 12.01 Regular hours of work for full-time Employees, exclusive of meal periods, shall be:
- (a) seven point seven five (7.75) consecutive hours per day; and
 - (b) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either:
 - (i) two rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) one rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments,the alternative to be applied shall be at the discretion of the Employer;
 - (b) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each half shift of not less than four (4) hours;
 - (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 12.03
- (a) 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, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (b) If an Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at one point five times (1.5X) their Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Clause 12.03(a), at one point five times (1.5X) their Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one point five times (1.5X) their Basic Rate of Pay.

- 12.04 Subject to Clauses 12.08 and 12.10 shift schedules shall be posted five (5) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts
 - (ii) two (2) consecutive days of rest when possible;
 - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
- (b) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Clauses 12.08 and 12.10 has been applied in altering a shift schedule.
- 12.06 (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 12.07 When an Employee reports for work as scheduled and is directed by the Employer to leave and return to work for a later shift, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their Basic Rate of Pay.
- 12.08 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without seven (7) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what would otherwise have been their off duty days.
- 12.09 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the Basic Rate of Pay.

- 12.10 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.
- 12.11 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.12 Exchanging Shifts
- (a) Regular and Temporary Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
 - (iii) once an employee has accepted an exchanged shift to be worked, the exchanged shift is now considered to be a scheduled shift.
 - (b) Such a request shall be made in writing to the Employer and the Employer's reply shall be in writing.
 - (c) Such exchange shall be recorded on the shift schedule.
 - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

ARTICLE 13
OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- 13.02 The overtime rate of one and one-half times (1.5X) the applicable Basic Rate of Pay shall be paid for the first two (2) overtime hours worked and two (2) times (2X) the applicable Basic Rate of Pay for all hours beyond the first two (2).

13.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

13.04 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second (2nd) shift at no cost.

ARTICLE 14
SALARIES

14.01 (a) The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

(b) Unless the Union is otherwise notified by the Employer, the Employer shall continue to administer the existing bi-weekly payroll system.

14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:

(a) in the case of a Full-Time Employee, one (1) year of service; or

(b) in the case of a Part-Time Employee, two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand eight hundred and fifty-two point two five (1852.25) hours worked up to the maximum increment on the salary grid.

14.03 When an Employee is transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, they shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.

14.04 When an Employee is transferred to a classification with a lower rate of pay, their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been on the lower rated classification from commencement of employment.

14.05 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.

14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:

(a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;

(b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.07 When a new classification is created under Clause 14.06, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Clause 36.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

14.08 Employees required by the Employer to attend staff meetings, and committee meetings shall be paid at the Basic Rate of Pay for attendance at such meetings.

14.09 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

(a) Experience prior to a three (3) year lapse shall not be recognized.

(b) All experience shall be recognized on a year-for-year basis, up to the top increment in the salary scale.

ARTICLE 15 **PYRAMIDING**

15.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

15.02 Where two or more applicable premiums are expressed as multiples of the Basic Rate of Pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 16 **SHIFT DIFFERENTIAL**

16.01 (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), or Independent Living Assistant (w/o HCA certificate) a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

(i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or,

- (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (b) For all other Employees a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

16.02

- (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), or Independent Living Assistant (w/o HCA certificate) a shift differential of four dollars (\$4.00) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (b) For all other Employees a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or,

- (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
- (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours

ARTICLE 17
WEEKEND PREMIUM

- 17.01 (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), or Independent Living Assistant (w/o HCA certificate) a weekend premium of three dollars (\$3.00) per hour shall be paid:
- (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or,
 - (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (iii) to Employees for all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (b) For all other Employees a weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:
- (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or,
 - (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (iii) to Employees for all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

ARTICLE 18
TEMPORARY ASSIGNMENTS

- 18.01 When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

ARTICLE 19
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 19.01 The Employer shall establish an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees related to employment, not covered within the Collective Agreement.
- 19.02 The EMAC Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union.
- 19.03 A representative of the Employer and a representative of the Union shall alternate as Chairperson on EMAC.
- 19.04 There will be no loss of pay for attendance at EMAC meetings.
- 19.05 Unless otherwise mutually agreed, the EMAC shall meet on a quarterly basis (every three months), at a mutually acceptable hour and date. Either Co-Chairperson may call a special meeting to deal with urgent matters.

ARTICLE 20
RESIGNATION AND TERMINATION

- 20.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment.
- 20.02 **Vacation Pay on Termination**
- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Clause 20.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
 - (b) If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the rate vacation is being earned.
 - (c) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

ARTICLE 21
TRANSPORTATION

21.01 Where a Regular Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed at the rate established in the Employer's policy.

ARTICLE 22
NAMED HOLIDAYS

22.01 (a) Regular Full-Time Employees shall be entitled to receive a day off with pay on or 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
August Civic Holiday	National Day for Truth and Reconciliation

and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the facility is located.

- (b) Notwithstanding the foregoing, while:
- (i) on layoff; or
 - (ii) in receipt of compensation from the Workers' Compensation Board; or
 - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (i) a day off with pay, or
 - (ii) payment in lieu thereof,
- for the aforementioned Named Holidays.

- 22.02 Subject to Clause 22.01(b), 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 due to illness, or other reasons acceptable to the Employer; and
 - (b) Work on the holiday when scheduled or required to do so.
- 22.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) their Basic Rate of Pay plus:
- (a) an alternate day off at a mutually agreed time, or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their Basic Rate of Pay.
 - (c) An Employee required to work on Christmas Day shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay plus:
 - (i) an alternate day off at a mutually agreed time or,
 - (ii) failing mutual agreement within the thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their Basic Rate of Pay.
- 22.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off at a mutually agreed time; or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.
- 22.05 The Employer shall schedule an Employee in such a manner to provide their with days off on at least three (3) of the actual Named Holidays as provided in this Article.
- 22.06 Unless an Employee requests otherwise in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off on an alternating basis.

ARTICLE 23
ANNUAL VACATION

23.01 **Definition**

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

23.02

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

- (i) during the first (1st) to third (3rd) years of employment an Employee earns a vacation at the rate of ten (10) working days;
- (ii) during the fourth (4th) to ninth (9th) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
- (iii) during the tenth (10th) to fourteen (14th) years of employment an Employee earns a vacation at the rate of twenty (20) working days;
- (iv) during the fifteenth (15th) and subsequent years of employment an Employee earns a vacation at the rate of twenty-five (25) working days.

- (b) **Employee with less than a year of service**

An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

- (c) **Vacation Earning Portability**

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing a similar vacation leave provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

- 23.03 (a) Notwithstanding Clause 23.02, vacation with pay shall not accrue during periods while:
- (i) on layoff; and
 - (ii) in receipt of compensation from the Workers' Compensation Board; and
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

23.04 **Time of Vacation**

- (a) 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 authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation earned during one vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (b) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. 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 request.

23.05 An Employee required by the Employer to return to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

ARTICLE 24
EMPLOYEE BENEFITS PLAN

24.01 The Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Alberta Blue Cross Supplementary Medical Benefits Plan, or equivalent which provides eighty percent (80%) direct payment provision for eligible prescribed medication.
- (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Service.
 - (i) Alberta Blue Cross Dental Plan or equivalent, which provides reimbursement of fifty percent (50%) of Major Service and fifty percent (50%) of Orthodontic Service.
- (c) Group Life and Accidental Death and Dismemberment Insurance:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic).
- (d) Short Term Disability (income replacement for a period up to one hundred and twenty (120) working days during a qualifying disability equal to sixty percent (60%) of basic earnings (regularly scheduled weekly hours multiplied by the Employee's Basic Rate of Pay at the date of disability determines the level of weekly benefit coverage) to the established maximum following a fourteen (14) calendar day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
- (e) Long Term Disability (income replacement during a qualifying disability equal to sixty percent (60%) of basic earnings (regularly scheduled annual hours multiplied by the Employee's Basic Rate of Pay at the date of disability divided by twelve (12) determines the level of monthly benefit coverage) to the established maximum following a one hundred and twenty (120) working day elimination period).

24.02

Enrolment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-Time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

- 24.03 The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employeee.
- 24.04 The Employer shall make available to eligible Employees brochures outlining current coverage in the above plans.
- 24.05 The Employer will provide one copy of each of the plans to the Union.

ARTICLE 25
SICK LEAVE

- 25.01 The Employer is the carrier for sick leave insurance. Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical Officer of Health.
- 25.02 After an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of fifty-four (54) working days provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of the probationary period.
- 25.03 Sick leave credits shall not accrue during:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of compensation from the Workers' Compensation Board;
- sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.
- 25.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 25.05 Subject to Clauses 25.01 and 25.02 above, an Employee granted sick leave shall be paid, at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

- 25.06 When an Employee has accrued the maximum sick leave credit of fifty-four (54) working days they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.
- 25.07 If a regular or temporary Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Where the Employer and the Employee agree in advance that it is reasonable and practicable to report to work prior to and after the appointment, the Employee shall do so. Employees shall endeavor to book non emergent appointments outside of work hours. Employees may be required to submit satisfactory proof of such appointment.
- 25.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 25.06. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 25.06. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 25.06 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 25.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 25.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment at a facility at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise, sick leave credits shall be cancelled, and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.

- 25.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.
- 25.12 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Clause 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice or such shorter period of notice mutually agreed to by the Employee and the Employer of their readiness to return to work and:
- (a) if an Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to their disability;
 - (b) if an Employee is incapable of performing the duties of their former position but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
 - (c) It shall be deemed that the employment relationship has terminated, if the Employee is deemed to have permanent restrictions that cannot be reasonably accommodated by the Employer without undue hardship.
- 25.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 29: Regular Part-Time Employees.

ARTICLE 26
WORKERS' COMPENSATION

- 26.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).

- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
 - (i) the Employee has sick leave credits available; and
 - (ii) the Employee meets the eligibility requirements for sick leave; and
 - (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

26.02 An Employee receiving compensation benefits under Clause 26.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
- (b) cease to earn vacation and sick leave credits subject to Clauses 23.03 and 25.03;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

26.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days' written notice or such shorter period of notice mutually agreed to by the Employee and the Employer. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by them immediately prior to the disability with benefits that accrued to them prior to the disability;
- (b) incapable of performing the duties of their former position but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability;

- (c) incapable of performing the duties of their former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which they are eligible under Article 24: Employee Benefits Plan or Article 25: Sick Leave.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 29: Regular Part-Time Employees.

26.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

- (a) an Employee who is not capable of resuming work pursuant to Clause 26.03(a); or
- (b) for whom, after a reasonable effort having been made pursuant to Clause 26.03 (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:

- (a) this Agreement;
- (b) any applicable law of Canada;
- (c) any applicable law of Alberta.

26.05 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition, in a prompt and timely manner.

ARTICLE 27 **LEAVES OF ABSENCE**

27.01 **General Conditions**

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

- (b) Except as provided in Sub-Clause 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above may result in the cancellation of coverage. Reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate their employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of their leave of absence.
- (g) When an Employee is on leave of absence without pay and is receiving WCB, they may continue participation in the Alberta Health Care Insurance Plan for the period of their employment pursuant to Clause 25.12 or 26.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

Union Representative

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits and administration.

- (d) One (1) Employee who is elected for or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the Group Life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

27.03 Negotiations

Representatives of the AUPE shall be granted time off with pay and no loss of seniority in order to participate in negotiations preparation and negotiations with the Employer. The Union shall reimburse the Employer as specified in Clause 27.02 (c).

27.04 Maternity and Parental Leave

(a) Maternity

- (i) An Employee who is expecting the birth of their child and has completed ninety (90) days of continuous employment with the Employer shall, upon the Employee's written request at least four (4) weeks in advance, be granted Maternity Leave to become effective during the thirteen (13) weeks immediately preceding the expected date of delivery provided that the Employee commences Maternity Leave not later than the date of delivery.
- (ii) Maternity Leave shall be without pay and benefits (subject to Clause 23.03(a) except for that 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. The total period of Maternity Leave shall not exceed sixteen (16) weeks unless mutually agreed between the Employer and Employee.
- (iii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within (16) weeks of the estimated due date is entitled to Maternity Leave.

(b) Parental Leave

Upon their written request, providing at least four (4) weeks advance notice, an Employee shall be granted Parental Leave without pay and benefits. Such Leave shall be taken as follows:

- (i) For an Employee entitled to Maternity Leave, other than an Employee described in 23.03(a), immediately following the last day of Maternity Leave, a period not exceeding sixty-two (62) weeks; or
- (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or

In the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

- (c) An Employee on Maternity or Parental Leave may maintain their benefits by paying the full cost of the premiums (Employee and Employer portion) while on leave. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for the full cost of the premiums prior to commencing Maternity or Parental Leave.
- (d) An Employee on Maternity or Parental Leave must give the Employer at least four (4) weeks written notice of the date on which the Employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the Employee is entitled to or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
- (e) On return from Maternity or Parental Leave, the Employee will be placed in their former regularly scheduled position, if it still exists. If the position no longer exists, such Employee will have access to the layoff and recall provisions as applicable within the Agreement.
- (f) Seniority and service will continue to accrue during the approved Maternity and Parental Leave consistent with the Employee's rotation at the time the said leave commenced.

27.06

Compassionate Care Leave

- (a) An Employee who had completed six (6) months' continuous employment shall upon written request, giving fourteen (14) calendar days notice, be granted leave without pay or benefits for up to twenty-seven (27) weeks as necessary for the purpose of providing care to a gravely ill or dying family member. Family member is defined as:
 - Your child or the child of spouse or common-law partner;
 - Your wife/husband or common-law partner;
 - Your father/mother; or
 - Your father's wife or common-law partner /mother's husband or common-law partner.
- (b) An Employee in order to receive the compassionate care leave, would be required to provide a medical certificate from the family member's medical practitioner authorized to treat the ill family member. The medical certificate should indicate that the family member has a serious illness with a significant risk of death within 26 weeks and the ill family member requires the care and support of one or more family members. Fees for medical certificate are at the Employee's expense.

27.07

Court Appearance

- (a) In the event a Regular or Temporary Employee is required to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of their employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings at their Basic Rate of Pay for the scheduled shifts so missed;
 - (ii) be paid at their Basic Rate of Pay for the hours of attendance at court on their scheduled day(s) of rest and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions in Article 12: Hours of Work;
 - (iii) assign to the Employer all pay for such court appearance.
- (b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) on the day(s) they are required to appear before a court for the reasons stated in (a), they shall be granted a leave of absence for those scheduled shift(s) so missed and shall suffer no loss of regular earnings at their Basic Rate of Pay.
- (c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

27.08

Bereavement Leave

- (a) Upon request, bereavement leave of four (4) consecutive working days, without loss of regular earnings shall be granted to a permanent Employee in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, legal guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother, and step-sister shall be considered as members of the Employee's immediate family.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

27.09

Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family or any other pressing necessity requiring the Employee's personal attention, they shall inform the Employer of such with as much advance notice as possible and one (1) day of leave shall be without loss of pay. For any additional days of leave they shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) working days per year.

27.10

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty (20) months of such period of leave.
- (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

ARTICLE 28

REGISTERED RETIREMENT SAVINGS PLAN

28.01

The Employer shall provide and administer contributions to an RRSP program that includes the following:

- (a) Employees in positions 0.39 FTE or greater are eligible to participate.
- (b) The Employer will deduct, from a participating Employee's pay at the request of the Employee, up to three percent (3%) of the Employee's gross earnings in each pay period to be deposited directly into the Employee's RRSP plan.
- (c) For each participating Employee the Employer will deposit a matching amount up to three percent (3%) directly into the Employee's RRSP plan.

ARTICLE 29

REGULAR PART-TIME EMPLOYEES

29.01

All provisions of this Collective Agreement shall apply to Regular Part-Time Employees, except:

Article 12: Hours of Work

Article 13: Overtime

Article 22: Named Holidays

Article 23: Annual Vacation

Article 25: Sick Leave

which are superseded by the following:

29.02 **Hours of Work**

Regular hours of work for Part-time Employees, exclusive of meal periods, shall be:

- (a) up to seven point seven five (7.75) consecutive hours per day; and
- (b) less than thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period.

29.03 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer; or
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four hours;
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;
- (d) 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, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
- (e) If an Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at one and one half times (1 1/2X) their Basic Rate of Pay rather than at straight time; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 29.03(c), at one and one-half times (1 1/2X) their Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1 1/2X) their Basic Rate of Pay.
- 29.04 Subject to Clause 29.09 shift schedules shall be posted five (5) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 29.05 (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iii) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
- 29.06 (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 29.07 In the event an Employee's scheduled shift is cancelled with less than seven (7) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours' pay at the Employee's Basic Rate of Pay.
- 29.08 (a) A Part-Time Employee may work additional shifts.
- (b) Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, which may include moving their scheduled days off, they shall be paid their Basic Rate of Pay for such hours, or if applicable, at the overtime rate(s) provided in Clause 29.12:
- (i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or

(ii) for work performed by the Employee on days in excess of the work ratio referred to in Clause 29.02.

(c) Where the Employer requires a Part-Time Employee to work without their having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Clause 29.12.

29.09 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.

29.10 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

29.11 (a) Regular and Temporary Employees may exchange shifts among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees; and

(ii) prior approval of such exchange has been given by the Employee's immediate supervisor.

(b) Such a request shall be made in writing to the Employer and the Employer's reply shall be in writing.

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

(d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

29.12 **Overtime**

The overtime rate of one and one-half times (1.5X) the applicable Basic Rate of Pay shall be paid for the first two (2) overtime hours worked and two times (2X) the applicable Basic Rate of Pay for all hours beyond the first two (2) authorized by the Employer and performed by an Employee on days in excess of the work ratio referred to in Article 29.02 above and for all hours worked beyond seven point seven five (7.75) hours worked in any given day. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

- 29.13 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.
- 29.14 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay.
- 29.15 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second shift at no cost.
- 29.16 **Named Holidays**
- (a) A Part-Time Employee required to work on a Named Holiday shall be paid at one and one-half times (1.5X) their Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two times (2X) their Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.
- (b) A Part-Time Employee required to work Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two and one-half times (2 1/2X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.
- 29.17 Regular Part-Time Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of this rate per pay period in lieu of the Named Holidays.
- 29.18 Unless a Part-Time Employee requests otherwise, in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off.
- 29.19 **Annual Vacation**
- Definition
- For the purpose of this Clause:
- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Part-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.
- 29.20 (a) Vacation Entitlement
- Regular Part-Time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous

employment as outlined below, and shall receive vacation pay in accordance with Article 29.21:

- (i) during the first (1st) to third (3rd) years of employment, an Employee accumulates vacation time of fourteen (14) calendar days; or
- (ii) during the fourth (4th) to ninth (9th) years of employment, an Employee accumulates vacation time of twenty-one (21) calendar days;
- (iii) during the tenth (10th) to fourteenth (14th) years of employment, an Employee accumulates vacation time of twenty-eight (28) calendar days;
- (iv) during the fifteenth (15th) and subsequent years of employment, an Employee accumulates vacation time of thirty-five (35) calendar days.

(b) Time of Vacation

- (i) As far as possible, Part-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation earned during one vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. 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 request.

(c) Vacation Earning Portability

Where a voluntarily terminated Part-Time Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation pay as though their employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

29.21

Vacation Pay

Vacation pay to be paid to a Regular Part-Time Employee, at least one (1) day and not more than two (2) weeks before the commencement of their annual vacation, shall be in accordance with the following formula: the hours worked, excluding overtime, during the preceding employment year, multiplied by the Basic Rate of Pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

- (a) four per cent (4%) during the first (1st) to third (3rd) employment years; or
- (b) six per cent (6%) during the fourth (4th) to ninth (9th) employment years; or
- (c) eight per cent (8%) during the tenth (10th) to fourteenth (14th) employment years; or
- (d) ten per cent (10%) during the fifteenth (15th) and subsequent employment years.

(Example: 500 hours x \$10.00 x .04 = \$200.00)

29.22

An Employee required by the Employer to return to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

29.23

Sick Leave

Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under The Workers' Compensation Act or for quarantine by a Medical Officer of Health.

29.24

On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date their continuous service commenced at the rate of one point five (1.5) working days for each full month of employment, up to a maximum of fifty-four (54) working days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of their probationary period, nor for additional shifts worked pursuant to Clause 29.11. In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;

- (d) leave of absence;
- (e) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.

- 29.25 Part-Time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 29.26 Subject to the above, a Part-Time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 29.27 When a Part-Time Employee has accrued the maximum sick leave credit of fifty-four (54) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.
- 29.28 If a regular or temporary Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Where the Employer and the Employee agree in advance that it is reasonable and practicable to report to work prior to and after the appointment, the Employee shall do so. Employees shall endeavor to book non emergent appointments outside of work hours. Employees may be required to submit satisfactory proof of such appointment.
- 29.29 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 29.26. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "inpatient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 29.26. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing their usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 29.26 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

29.30 Upon request of a Part-Time Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

29.31 A Part-Time Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Part-Time Employee's probationary period. At the request of the Part-Time Employee, the Employer shall provide the Employee with a written statement of their accumulated sick leave entitlement upon termination.

29.32 A Part-Time Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Clause 27.01 (f), for the duration of the illness or as provided below, whichever first occurs. The Part-Time Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Part-Time Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to them prior to their disability;
- (b) if the Part-Time Employee is incapable of performing the duties of their former position but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place their in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) It shall be deemed that the employment relationship has terminated, if the Employee is deemed to have permanent restrictions that cannot be reasonably accommodated by the Employer without undue hardship.

ARTICLE 30
TEMPORARY EMPLOYEES

30.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

- (a) Article 8: Probationary Period;
- (b) Article 9: Seniority;
- (c) Article 10: Performance Evaluations;
- (d) Article 24: Employee Benefits Plan prior to the completion of six (6) months of continuous service;
- (e) Article 32: Layoff and Recall;
- (f) Article 33: Discipline and Dismissal;

which are superseded and replaced by the following:

- 30.02
- (a) A Temporary Employee shall not have the right to grieve the termination of their employment.
 - (b) The Employer shall provide at least seven (7) calendar days' written notice of termination of their temporary position.
 - (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 32: Layoff and Recall, when no longer required in that capacity.

ARTICLE 31
CASUAL EMPLOYEES

31.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

- 31.02
- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
 - (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
 - (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds 5:2 averaged over six (6) calendar weeks.
 - (d) Hours of work shall be deemed to:

- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
- (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
- (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
- (v) 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, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
- (vi) If a Casual Employee is recalled to duty during their meal period or rest period, they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (a) for a rest period, at one and one-half times (1.5X) their Basic Rate of Pay rather than at straight time; or
 - (b) for a meal period for which the Employee is entitled to be paid in accordance with Clause 31.02(d)(v), at one and one-half times (1.5X) their Basic Rate of Pay rather than at straight time; or
 - (c) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1.5X) their Basic Rate of Pay.

- 31.03
- (a) No Casual Employee shall be scheduled except with their consent.
 - (b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

31.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels their shift, the Employee shall be paid three (3) hours' pay at the Employee's Basic Rate of Pay.

31.05 **Overtime**

- (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Casual Employee at the time overtime is worked.
- (b) The overtime rate of one and one-half times (1.5X) the applicable Basic Rate of Pay shall be paid for the first two (2) overtime hours worked and two times (2X) the applicable Basic Rate of Pay for all hours beyond the first two (2) overtime hours.
- (c) Pay for overtime hours worked on a Named Holiday shall be at the rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay.
- (d) In the event a casual Employee works a double shift the employee shall be provided with access to a meal and snacks during the second (2nd) shift at no cost.

31.06 **Salaries**

- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, a Casual Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand eight hundred and fifty two point two five (1852.25) hours worked up to the maximum increment on the salary grid.
- (c) Provided not more than three (3) years have elapsed since the experience was obtained, when a Casual Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following:
 - (i) all experience shall be recognized on a year-for-year basis, up to the top increment in the salary scale.

31.07 **Shift Differential**

- (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), or Independent Living Assistant (w/o HCA certificate) a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or,

to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;

to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

- (b) For all other Employees a shift differential of one dollar and seventy-five (\$1.75) per hour shall be paid:

to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or,

to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen (1500) hours and twenty-three hundred (2300) hours;

to Employees for all overtime hours worked which call within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

- 31.08 (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), or Independent Living Assistant (w/o HCA certificate) a shift differential of four dollars (\$4.00) per hour shall be paid:

to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or,

to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;

to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

- (b) For all other Employees a shift differential of one dollar and seventy-five cents (1.75) per hour shall be paid:

to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or,

to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;

to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

31.09

Weekend Premium

- (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), or Independent Living Assistant (w/o HCA certificate) a weekend premium of three dollars (\$3.00) per hour shall be paid:
 - (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or,
 - (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (iii) to Employees for all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (b) For all other Employees a weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:
 - (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or,
 - (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (iii) to Employees for all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

31.10

Transportation

Where a Casual Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed at the rate established in the Employer's policy.

31.11

Named Holidays

- (a) Casual Employees shall be paid at one point five (1.5 x) their Basic Rate of Pay for all hours worked on the Named Holiday.
- (b) Casual Employees shall be paid in addition to their Basic Rate of Pay five percent (5%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.

Notwithstanding Article 31.11(a), a Casual Employee required to work on Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three quarter (7 3/4) hours.

31.12

Annual Vacation

Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, four per cent (4%) of their Basic Rate of Pay in lieu of vacation, and shall be entitled to an additional two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of fifteen (15) working days, and a further two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty (20) working days, and a further two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty - five (25) working days.

31.13

Dues Deduction

Casual Employees shall be subject to dues deductions as provided in Article 4: Union Membership and Dues Deduction.

31.14

Grievance Procedure

Casual Employees shall be covered by Article 36: Grievance Procedure.

31.15

Appointments, Transfers and Promotions

- (a) Subject to the criteria established in Article 11: Appointments, Transfers and Promotions, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.
- (b) The Employer shall post the name of the successful candidate in accordance with Clause 11.05.

31.16

A Casual Employee who transfers to regular full-time or part-time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:

- (a) vacation entitlement; and

- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Clause 31.06.

31.17 Temporary Assignments

When a Casual Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

31.18 Probationary Period

Casual Employees shall be covered by Article 8: Probationary Period.

31.19 Discipline and Dismissal

Casual Employees shall be covered by Article 33: Discipline and Dismissal.

31.20 Casual Employees must submit their written availability at the beginning of each month.

ARTICLE 32
LAYOFF AND RECALL

32.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Facility; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

32.02 (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, or WCB.

- (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

- (c) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
 - (i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which they have the requisite skill, education/training, and knowledge to perform the work by selecting a position in the same classification which are vacant or, by selecting to displace an Employee with less seniority in the same classification. Following consultation with the Employee, the Employer shall place them in a position within the same classification where operational requirements permit in the same status for which they have the requisite skill, training and knowledge to perform the work.
 - (ii) Where there are no positions of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in a lower pay grade.

32.03 Employees who:

- (a) refuse an offer by the Employer of alternate work; or
- (b) lack the required competency and seniority to displace another incumbent within their particular classification;

shall be provided with not less than fourteen (14) calendar days' notice specifying the date on which they will be laid off.

32.04 (a) All regular and temporary vacancies shall be posted. Regular Employees on layoff, Casual Employees and external applicants are not eligible for hire while Regular Employees remain on layoff. The posting and selection process shall be administered in accordance with Article 11: Appointments, Transfers, and Promotions.

- (b) No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification, who possess the requisite skills, training, knowledge and ability for the available job, who are on layoff.
- 32.05 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- 32.06 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected.
- 32.07 When increasing the work force, Employees shall be recalled in order of their seniority provided they possess the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. 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.
- 32.08 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 32.09 When an Employee is on approved leave of absence, or Workers' Compensation Benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- 32.10 Employees who have been reduced in regular hours of work through the application of this Article, shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.

ARTICLE 33
DISCIPLINE AND DISMISSAL/EMPLOYEE FILES

- 33.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 33.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance.
- 33.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 33.04 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 33.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 33.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 33.07 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 33.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 33.09 Nothing in this Article prevents immediate suspension or dismissal for just cause.
- 33.10 **Employee Files**
- (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file in the Human Resource Office once each year or when the Employee has filed a grievance. An Employee when viewing their personnel file may be accompanied by a Union representative.

- (b) An Employee shall be given a copy of the contents of their personnel file upon request, but not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

ARTICLE 34
HEALTH AND SAFETY

- 34.01 The Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid their Basic Rate of Pay for attendance at these committee meetings.
- 34.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.
- 34.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union Representative may direct that the item be referred to the President and C.E.O./designate, forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 34.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.05 The Employer shall have in place a harassment policy which may be reviewed annually by the Health and Safety Committee.
- 34.06 An Employee may refuse to work or to do particular work at a work site if the Employee believes on reasonable grounds that there is a dangerous condition at the work site or that the work constitutes a danger to the Employee's health and safety or to the health and safety of another Employee or another person.

ARTICLE 35
COPIES OF COLLECTIVE AGREEMENT

- 35.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 35.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 35.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.
- 35.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disk.

ARTICLE 36
GRIEVANCE PROCEDURE

36.01 Grievance Procedure

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 36.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 36.05. 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
- (c) 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 and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

36.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that a Union Representative shall not be hindered, coerced, or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustment as provided in this Article. However, no representative shall leave their work without obtaining consent from their supervisor which shall not be unreasonably withheld. The Union representative 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.
- (c) The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of Authorized Representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

36.03 Time Limits

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22: Named Holidays.

36.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, 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.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

36.05 The Grievance Procedure

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with their Manager or designate and attempt to resolve the grievance at this stage.

In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with their Manager or designate in Step 1; or
- (ii) a group grievance, within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought. The grievance will be responded to, in writing, by the appropriate Director or designate within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the President and CEO or designate. The President and CEO or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The President and CEO or his representative shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

36.06

Mediation

If the grievance proceeds to Mediation, one jointly selected mediator shall meet with the Parties as soon as reasonably practicable and the mediator shall:

- (a) investigate the dispute;
- (b) define the issue(s) in dispute and,
- (c) make written recommendations to resolve the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be shared equally between the Parties to the dispute.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

36.07

Arbitration

- (a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
- (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Clause 36.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator; or
- (iii) at the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Clause 36.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days or as soon as reasonably practicable and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, as soon as reasonably practicable.
- (c) In the case of an Arbitration Board, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) 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.
- (e) 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 Chairman or single arbitrator shall be shared equally between the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 37
DRESS CODE

37.01

The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.

LETTER OF UNDERSTANDING #1
between
ST. MICHAEL'S MANOR VEGREVILLE
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: FLEXIBLE HEALTH SPENDING ACCOUNT

The following terms and conditions shall apply:

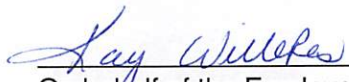
1. A Flexible Health Spending Account shall be implemented for all Employees eligible for employee benefit coverage in accordance with Article 24: Employee Benefits Plan, Clause 24.02.
2. A sum of three hundred and fifty dollars (\$350.00) shall be allocated by the Employer to a Flexible Health Spending Account for each benefit eligible regular full time Employee.

Effective September 1, 2023 amount changes to four hundred and fifty dollars (\$450.00)

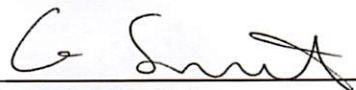
Effective April 1, 2024, amount changes to five hundred and fifty dollars (\$550.00)

3. The Flexible Health Spending Account shall be provided to benefit eligible regular part time Employees on a pro-rated basis based upon their full-time equivalency as of January 1 of each calendar year.
4. Any unused monies allocated in an Employee's Flexible Health Spending Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
5. The Flexible Health Spending Account may be utilized by Employees for purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the Employee Benefits Plans outlined in Article 24.
6. Where the Employer chooses to contract with an insurance carrier for the administration of the Flexible Health Spending Account, the administration of the Flexible Health Spending Account shall be subject to and governed by the terms and conditions of the applicable contract.

The Flexible Health Spending Account shall be implemented and administered in accord with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Spending Account.


On behalf of the Employer

December 6, 2023
Date


On behalf of the Union

December 5, 2023
Date

LETTER OF UNDERSTANDING #2

between

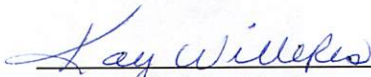
ST. MICHAEL'S MANOR VEGREVILLE

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ARTICLE 23: ANNUAL VACATION

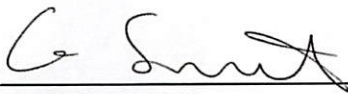
Both parties agree that Employees who are employed with the Employer prior to the Date of Ratification of this Collective Agreement will retain the entitlement for vacation they are at and will move through the vacation grid as outlined in Article 23.02 (a) and 29.20(a) based on years of employment as stated.



On behalf of the Employer



Date



On behalf of the Union

December 5, 2023

Date

SALARIES SCHEDULE

	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Independent Living Assistant (with HCA Certificate)	April 1, 2016-2021	\$17.57	\$18.23	\$18.95	\$19.69	\$20.45	\$21.25	\$21.98
	Covid Top Up	\$19.57	\$20.23	\$20.95	\$21.69	\$22.45	\$23.25	\$23.98
	April 1, 2022 4%	\$20.35	\$21.04	\$21.79	\$22.56	\$23.35	\$24.18	\$24.94
	April 1, 2023 4%	\$21.17	\$21.88	\$22.66	\$23.46	\$24.28	\$25.15	\$25.94
	April 1, 2024 2%	\$21.59	\$22.32	\$23.11	\$23.93	\$24.77	\$25.65	\$26.46
	Effective Date	Step1	Step 2	Step 3	Step 4	Step 5		
Activities Convenor	April 1, 2016-2021	\$16.62	\$17.11	\$17.63	\$18.14	\$18.68		
	April 1, 2022 6%	\$17.62	\$18.14	\$18.69	\$19.23	\$19.80		
	April 1, 2023 5%	\$18.50	\$19.04	\$19.62	\$20.19	\$20.79		
	April 1, 2024 2%	\$18.87	\$19.42	\$20.01	\$20.59	\$21.21		
	Effective Date	Step 1	Step 2	Step 3	Step 4			
Senior Cook	April 1, 2016-2021	\$20.07	\$20.66	\$21.30	\$21.92			
	April 1, 2022 6%	\$21.27	\$21.90	\$22.58	\$23.24			
	April 1, 2023 5%	\$22.34	\$22.99	\$23.71	\$24.40			
	April 1, 2024 2%	\$22.78	\$23.45	\$24.18	\$24.88			
	Effective Date	Step 1	Step 2	Step 3	Step 4			
Cook	April 1, 2016-2021	\$17.55	\$18.08	\$18.63	\$19.19			
	April 1, 2022 6%	\$18.60	\$19.16	\$19.75	\$20.34			
	April 1, 2023 5%	\$19.53	\$20.12	\$20.74	\$21.36			
	April 1, 2024 2%	\$19.92	\$20.53	\$21.15	\$21.79			
	Effective Date	Step 1	Step 2	Step 3	Step 4			
Independent Living Assistant (without HCA certificate)	April 1, 2016-2021	\$16.01	\$16.48	\$16.97	\$17.49			
	Covid Top Up	\$18.01	\$18.48	\$18.97	\$19.49			
	April 1, 2022 4%	\$18.73	\$19.22	\$19.73	\$20.27			
	April 1, 2023 4%	\$19.48	\$19.99	\$20.52	\$21.08			
	April 1, 2024 2%	\$19.87	\$20.39	\$20.93	\$21.50			
	Effective Date	Step 1	Step 2	Step 3	Step 4			
General Support Worker	April 1, 2016-2021	\$15.53	\$16.02	\$16.48	\$16.97			
	April 1, 2022 6%	\$16.46	\$16.98	\$17.47	\$17.99			
	April 1, 2023 5%	\$17.28	\$17.83	\$18.34	\$18.89			
	April 1, 2024 2%	\$17.63	\$18.19	\$18.71	\$19.27			

RETROACTIVITY

For all Employees employed as of date of ratification of the collective agreement.

Retroactive pay will be paid on the second pay period following 30 days from the date of ratification of the collective agreement by the Parties.

LUMP SUM

All Employees will be provided a one percent (1%) lump sum Covid payment for all paid hours between January 1, 2021, and December 31, 2021.

The Lump Sum pay will be paid on the first pay period following 30 days from the date of ratification of the collective agreement by the Parties.

On behalf of the Union

G. Smith

Date: December 5, 2023

On behalf of the Employer

Kay Willes

Date: December 6, 2023