



COLLECTIVE AGREEMENT

BETWEEN

**CBI HOME HEALTH (AB)
LIMITED PARTNERSHIP**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 008**

**EFFECTIVE
JANUARY 1, 2021 – DECEMBER 31, 2025**

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PURPOSE AND PREAMBLE

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOW:

The Employer and the Union agree that each Client is a unique individual whose diverse needs are met with a friendly and caring approach.

It is the mutual desire and intent of the Parties to:

- (i) ensure the provision of the best possible service and quality client care, by providing quality care;
- (ii) protect the interests of Clients, Employees and the Community;
- (iii) maintain harmonious relations between the Employer and the Union;
- (iv) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) enter into a Collective Agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (vi) recognize the uniqueness of the Employer's operations.

ARTICLE 1
TERMS OF COLLECTIVE AGREEMENT

- 1.01 This Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect on date of January 1, 2021 up to and including December 31, 2025, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 Collective bargaining shall be conducted in accordance with the provisions of the *Labour Relations Code*.
- 1.04 In the event that any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.05 Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
In the case of the Employer to:
Regional Director
500 – 9945 50th Street,
Edmonton, AB T6A 0L4
In the case of the Union to:
The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, AB T5S 0P7

ARTICLE 2
DEFINITIONS

- 2.01 "Code" means *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the *Code* dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Wages Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. Employees are classified based on the number of hours worked and how they are scheduled in accordance with the following:
(a) "Regular Employee – Congregate" is one who holds one or more Regular Congregate Shifts with a set schedule of a predetermined number of hours. If the total hours worked from the Regular Congregate Shift(s) is sixty (60)

hours or greater per pay period, the Employee will be considered Full-time, otherwise Part-time.

- (b) "Regular Full-time Employee -- Community" is one who holds one or more Regular Community Shifts totaling at least eighty (80) hours per pay period and who will be paid a minimum requirement of sixty (60) hours per pay period (or 75% of the shift hours) should the Employer fail to provide work assignments to fill their shift.
- (c) "Regular Part-time Employee -- Community" is one who holds a Regular Community Shift of at least forty (40) hours per pay period and who will be paid a minimum requirement of thirty (30) hours (or 75% of the shift hours) should the Employer fail to provide work assignments to fill their shift.
- (d) "Casual Employee" is one who works in either congregate or community settings on a call-in basis according to their stated availability and who is not guaranteed a minimum amount of work. Casual employees commit to accepting and working a minimum of twelve (12) hours worked per week if the Employer is able to offer that work. Casual Employees in congregate settings shall not be regularly scheduled for longer than three (3) months. Casual Employees in community settings may be assigned regular clients on an ongoing basis.
- (e) "Temporary Employee" is one who is hired on a temporary basis to fill a Regular Congregate Shift or Regular Community Shift:
 - (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;

2.06 "Employer" shall mean and include 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 CBI Home Health (AB) Limited Partnership operating as CBI Health – Edmonton

2.07 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Words used in the singular may also apply in the plural and vice versa.

2.08 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

2.09 "Local" means the Local of AUPE.

2.10 "Shall" means must.

2.11 "Bargaining Unit" shall mean the unit of employees who directly provide care to clients in the classifications of Licensed Practical Nurse (LPN) and Health Care Aide (HCA), and any future health care providing classifications as may be introduced, working out of the CBI Health Edmonton office.

2.12 "Position" shall mean:

- (a) the Employee status (Regular or Casual);

- (b) the classification; and
 - (c) set schedule of a predetermined number of hours (Regular positions only)
- 2.13 “Status” shall mean either Regular (full-time or part-time) or Temporary (full-time or part-time) or Casual as defined above.
- 2.14 “Classification” shall mean job title and pay scale established for the job title.
- 2.15 “Parties” shall mean AUPE and the CBI Home Health (AB) Limited Partnership operating as CBI Health – Edmonton.
- 2.16 “Licensed Practical Nurse” shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA). A Licensed Practical Nurse shall replace a Licensed Practical Nurse who is unavailable for work.
- 2.17 “Geographic Location” shall mean the areas of the city which correspond to the zones used by the Employer to divide work assignments.
- 2.18 “Worksite” shall mean the client home or lodge to which an Employee is assigned.
- 2.19 “Weekend Schedule” shall mean a Regular Employee’s schedule in which at least fifty percent (50%) of the days scheduled in a pay period are Saturday and Sunday.

ARTICLE 3
RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in Certificate Number 23-2015 issued pursuant to the *Code*.
- (b) The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- (c) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers’ names.
- (d) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Human Resources Manager or the site designate.
- (e) The Employer shall provide a location at the Employer’s office for the display of Union information, including a bulletin board and placement of a collection box for completed union membership forms.
- 3.02 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 3.03 The Employer agrees that a Union Steward or other Union Representative will be invited to meet with new hires during their orientation period. The time allotted for such a meeting shall not be less than thirty (30) minutes. Where more than one employee has been hired, the meeting will be arranged with all new hires in attendance at the orientation period. The Employer shall provide reasonable advance notice to the Union of such orientations in order to arrange for a Union Steward or Union Representative to attend.

3.04 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

Application of the Collective Agreement

3.05 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

3.07 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

4.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union;
- (c) to voluntary membership in the Union.;
- (d) to wear or display the recognized insignia of the Union.

4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union after each pay period no later than the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding pay period. The deduction remitted shall be accompanied by a list specifying the following:

- the Employee's name;
- mailing address;
- personal phone number(s)
- identification number;
- job title;
- status (regular, temporary, casual)
- location of employment (i.e. HH-AB-Edmonton Field)
- date of hire;
- total hours worked;

- rate of pay;
- gross earnings
- the amount of deduction for each employee and the amount of the employee's bi-weekly earnings;
- if the Employee is on a leave of absence without pay.

(b) Additionally, the Employer shall supply to the Union, two times (2X) each calendar year (January and July), a report from the Employer's records that lists Employees according to Supervisor that shall denote the Geographic Location and/or Lodge(s) to which each employee is assigned. If, in the future, Geographic Location can be added to the dues report and/or can be denoted more precisely, the Employer shall do so.

4.04 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 deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

4.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive right of the Employer to:

- (a) Determine and establish standards, policies and procedures for the delivery of service to the clients of the Employer;
- (b) Maintain order, discipline, and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of this Agreement;
- (c) Determine the number of employees required and the duties to be performed by each employee;
- (d) Operate its business in a manner that is consistent with and permits the Employer to meet its obligations as may be set out in its contracts with Alberta Health Services or other contracting body;
- (e) Hire, transfer, layoff, recall, promote, classify, and assign duties;
- (f) Discharge, suspend or otherwise discipline employees for just cause in accordance with the terms of this Agreement.

A claim of discriminatory hiring, transfer, layoff, recall, promotion, assignment of duties or claim that an employee has been disciplined, suspended, or discharged in a manner that violates the preceding paragraph may be the subject matter of a grievance and dealt with as hereinafter provided.

ARTICLE 6 WORKPLACE RESPECT – NO DISCRIMINATION/NO HARASSMENT

6.01 The Employer and the Union agree that there shall be no discrimination against any employees of the Employer because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religious beliefs, political affiliation, gender,

gender identity, gender expression, sexual orientation, age, marital status, same-sex partnership status, family status, source of income or disability.

The parties further agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of function, membership or legitimate activity in the Union.

6.02 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment, bullying and workplace violence will not be tolerated. Employees experiencing such problems at work with clients or other members of the public, with co-workers or with managers, are entitled to Union Representation to address their concerns.

6.03 Workplace Harassment and Workplace Violence are defined as follows:

(a) Workplace Harassment is defined as any single or repeated incidents of objectionable or unwelcome conduct, comment, bullying, or action by a person or group of people that the person(s) knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety, and includes

(i) conduct, comment, bullying or action because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression, and sexual orientation, and

(ii) a sexual solicitation or advance,

but excludes any reasonable conduct of an employer or supervisor related to the normal management of workers or a work site.

Workplace Violence is defined as threatened, attempted, or actual conduct of a person that causes or is likely to cause physical injury.

6.04 Employees who have experienced Discrimination, Harassment, Bullying or Violence at work should first attempt to address the concern directly with the person responsible, as long as they feel comfortable to do so.

If they do not feel comfortable, or if the concerns persist, Employees shall inform the Employer.

6.05 A complaint of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.

6.06 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint. Frivolous complaints or false allegations may result in discipline.

6.07 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:

(a) Grievance procedure; and

(b) Alberta Human Rights Commission.

ARTICLE 7
IN-SERVICE TRAINING

7.01 All employees undertaking training required by the Employer shall be paid for the time necessary to complete the training. The Employer shall pay for course fees and registration costs, if any. Online training modules shall be accessible on Company provided mobile devices.

ARTICLE 8
IN-SERVICE TRAINING

8.01 A new Employee will be considered on probation until after she has completed five hundred and six (506) hours worked or six (6) months of active employment in the bargaining unit, whichever occurs first.

Upon successful completion of such probationary period, the Employee's name shall be placed on the appropriate seniority list and credit shall be given from the date of hire.

If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period. Such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.

8.03 Orientation

- (a) Orientation shall be paid as per the Employer's existing policy / practice.
- (b) An orientation to the site and / or Employer organization;
- (c) No Employee shall be expected to work without paid orientation consisting of both in class training and on-site buddy shifts. Requests for additional orientation shall not be unreasonably denied.

ARTICLE 9
SENIORITY

9.01 (a) Seniority is defined as length of unbroken, continuous employment with the Employer in the Bargaining Unit, since the last date of hire.

(b) 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 Article 9.01(a).

9.02 Seniority will accumulate during any paid absence on the basis of the Employee's normal work routine.

9.03 Seniority shall be considered in determining the following:

- (a) preference of vacation time; and
- (b) layoffs and recalls (order);
- (c) job postings; and
- (d) scheduling, as per Article 11.

9.04 An employee shall lose all her seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns or retires;

- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is absent on three consecutive days on which she is assigned to work, without providing a satisfactory reason;
- (d) uses a leave of absence for a purpose other than that for which it was granted;
- (e) fails to return to work upon receipt of notice to recall within five (5) calendar days of receipt of a registered letter of recall;
- (f) overstays a Leave of Absence without the express permission of the Employer or without providing a satisfactory reason to the Employer⁷.
- (g) has submitted an availability form and has accepted clients on the assignment list, then later refuses or cancels the client assignment without permission from the Employer and has had four (4) such refusals/cancellations in a twelve (12) month period.

9.05 Seniority lists showing the ranking of employees on a bargaining unit wide basis shall be prepared twice annually and posted by January 1st and July 1st. Copies of the seniority list shall be provided to the Union office.

Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing to the Human Resources Manager, or designate, within thirty (30) calendar days from the date of posting.

ARTICLE 10
JOB POSTINGS

10.01 In order to provide services to clients, the Employer may hire new Employees if no existing employees are available to work the additional hours. The Employer will make every reasonable effort to match new clients to existing Employees first.

10.02 In order to ensure that employees are given the opportunity of applying for vacancies and new positions in the bargaining unit, the Employer agrees that it will post all Regular Shift positions, including temporary, for both congregate and community settings.

10.03 The Regular Shift position or vacancy shall be posted internally for seven (7) calendar days prior to external posting to encourage existing Employees to apply. The posting shall stipulate the hours of work, qualifications, classification, status (regular or temporary), and geographical location/ worksite.

For Community positions, it shall also stipulate the minimum requirement hours.

10.04 Applicants for the position must submit their application in writing to the Talent Acquisition Specialist. Where two or more employees apply, the Employer shall consider the skill, ability, qualifications and geographic location of the applicants, and where these factors are relatively equal, the seniority of the applicants shall govern.

10.05 The Employer agrees to provide the Chapter Chairperson with a copy of each posting.

ARTICLE 11
HOURS OF WORK & WORK ASSIGNMENTS

11.01 Preamble

This Article is intended to set out the process for scheduling of hours of work for Employees and shall not be construed as a guarantee of hours (or assignments) per day or per week, or a guarantee of days of work per week.

11.02

General Availability

- (a) Casual Employees are required to submit their availability in a minimum of 4- hour blocks, in writing to the Employer upon hire. Shorter availability blocks are admissible only by mutual agreement. In submitting their availability employees shall declare their availability in terms of days of the week and hours of the day for which they are available.
- (b) Unless on a Regular Shift that provides otherwise, all employees are required to provide availability on every second weekend.
- (c) The Employer shall endeavour to provide as much notice as possible of work assignments for Casual Employees, but such notice shall not be less than 6 pm on the day prior to the assignment. Same day assignments shall not be considered scheduled until they are verified by phone conversation. Casual Employees are expected to accept assignments within their periods of availability.
- (d) Where extra time is required to complete a visit, the Employee will advise the Employer and the Employer will respond in a timely manner.
- (e) The broader an Employee's availability and the more availability an Employee offers within peak hours (6am-9am, 11am-1pm, 4pm-10pm), the more likely they are to be offered work assignments.
- (f) The Employer may assign work in reverse order of seniority when operationally necessary.
- (g) Following successful completion of the probationary period, employees may submit revised availability two (2) times in a calendar year for reductions or changes in availability. Such changes shall not be unreasonably denied by the Employer. Employees may provide expanded availability at any time.
- (h) Should an employee's availability change it will require the employee to provide at least one (1) month advance notice in writing delivered to the office by hand or email.

11.03

Regular Community Shifts

- (a) The Employer shall abide by the following principles when establishing Regular Community Shifts:
 - (i) A consistent pattern of days in a week and times in a day that repeats every two weeks.
 - (ii) At least one regular weekday off per week and every second weekend off
 - (iii) Work assignments within a consistent geographic zone.
 - (iv) Shift duration of a single period of 4 hours or greater per day.
 - (v) At least twelve (12) hours of rest between the completion of the last assignment of the day and beginning of the first assignment on the following day.

- (b) Employees who hold Regular Community Shifts will be required to accept all assignments within their respective shift times including fill-in assignments if notified no later than 6 pm on the day prior to the assignment.
- (c) Regular Employees shall be paid the minimum requirement of hours of their posted position(s) averaged over three (3) pay periods or the actual hours worked, whichever is greater.
- (d) The Employer may assign, and the Employee will be required to accept, office assignments or training modules within their respective shift times.
- (e) Same day fill-in assignments or changes within the Regular Shift schedule must be verified by phone conversation. The Employee may not refuse client changes if the new client is a higher priority client, as classified by Alberta Health Services, than the original client.
- (f) Periods of unavailability (e.g., appointments, absences, vacation, LOA), shall count towards the minimum requirement of hours of their posted position(s).
- (g) Regular Employees who habitually demonstrate an inability to meet the requirements of their position may be removed from Regular status and returned to Casual.
- (h) Nothing precludes Regular Employees from holding more than one Regular Shift or accepting casual assignments outside of their schedule provided total scheduled hours in a day is not more than 12.

11.04

Regular Congregate Shifts

- (a) The Employer shall abide by the following principles when establishing Regular Congregate Shifts:
 - (i) A consistent pattern of days in a week and times in a day that repeats every two weeks.
 - (ii) At least one workday off per week and every second weekend off.
 - (iii) A single worksite or no more than 2 adjacent worksites.
 - (iv) Shift duration will be a single period of at least 4 hours.
 - (v) At least twelve (12) hours of rest between shifts.
- (b) Nothing precludes Employees from holding more than one Regular Congregate Shift nor from accepting casual assignments outside of their schedule provided total scheduled hours in a day is not more than 12.

11.05

Break Periods

- (a) Employees are entitled to thirty (30) minutes of unpaid break time in every period of five (5) or more consecutive hours.
- (b) Due to the independent nature of the work, employees are responsible to self-schedule break times during their shifts between client assignments.
- (c) At their discretion, the employee may elect to split their break into two (2) fifteen (15) minute periods or to take the time at the end of the shift.
- (d) The Employer shall endeavour to ensure that visits are scheduled such that there is sufficient time during the day for break period(s).

11.06

Weekday Scheduling

- (a) The following factors shall be considered in the scheduling of available employees to weekday assignments in a geographic area:
 - (i) the skills, ability, and qualifications required to meet the needs of the assignment;
 - (ii) prior experience with client(s);
 - (iii) seniority.
- (b) Employees shall be scheduled in accordance with the following:
 - (i) Regular Employees within their Regular Shift schedule, in seniority order;
 - (ii) Casual employees and Regular Employees who have provided additional casual availability to a daily maximum of twelve (12) hours, in seniority order;

11.07

Weekend Scheduling

- (a) The following factors will be used in the scheduling of available employees to weekend assignments in a geographic area:
 - (i) the skills, ability, and qualifications required to meet the needs of the assignment
 - (ii) prior experience with client(s);
 - (iii) reverse order of seniority.
- (b) Employees shall be scheduled in accordance with the following:
 - (i) Regular Employees with a Regular Weekend Schedule;
 - (ii) Regular Employees within their Regular Shift schedule, in reverse seniority order;
 - (iii) Senior Casual Employees pursuant to 11.07(c);
 - (iv) Casual employees and Regular Employees who have provided additional casual availability to the maximum of twelve (12) hours in a day or sixty (60) hours in a week, in reverse seniority order;
- (c) Casual Employees may indicate preferred availability if they wish to be assigned weekend work on a priority basis, within their availability up to the daily maximum of twelve (12) hours worked and the weekly maximum of sixty (60) hours worked.

11.08

Notice of Schedule Changes

- (a) Employees shall be given a minimum of twenty-four (24) hour's notice of client cancellations or any changes to their schedule. In the event of a client cancelation with less than twenty-four (24) hours' notice, the Employee shall be paid for that appointment as if it had been worked at the applicable rate.
- (b) Employees are expected to provide advance notice of necessary book-offs so that the Client may be properly reassigned. Employees who habitually fail to provide at least three (3) hours notice of a book-off may be subject to discipline up to and including termination.

11.09 For the purpose of this agreement, client preference may be a determining factor in suitability. The Employer shall notify Alberta Health Services when it determines that a client is abusing their right to decline service from particular care givers.

11.10 After reviewing and granting of employee requests to be removed from a particular client, the Employer will endeavour to remove the employee as soon as is reasonably possible. Where an Employee has requested to be removed from a client due to health and safety concerns, including but not limited to workplace discrimination, harassment, bullying, or violence, the Employer will notify Alberta Health Services who will work with the client to mitigate or eliminate the potential risks to employees serving that client in the future.

ARTICLE 12
OVERTIME

12.01 Overtime will be payable for all Employees for all hours worked over twelve (12) in a day or sixty hours (60) in a week at a rate of one and one half (1 ½) times the Employee's basic rate of pay and approved in advance by the Employer.

ARTICLE 13
WAGES

13.01 The basic rate of pay as set out in the Salaries Wage Schedule shall be applicable to all Employees covered by this Collective Agreement.

13.02 Wage rates are effective on the dates specified in the Wage Schedule.

13.03 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.

(b) Previous experience will be recognized in complete yearly units of one thousand nine hundred and fifty (1,950) hours paid.

13.04 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the salary scale upon re-employment provided that:

(a) they are re-employed into exactly that same classification that they held prior to termination;

(b) that their re-employment is within two (2) years of their prior termination.

13.05 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.

13.06 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

13.07 Pay advice information provided to the Employees shall include the number of hours worked, the rate of pay, the number, rate, and value of the transportation allowances paid, overtime hours worked, the applicable rate for any relevant premiums and the number of hours worked for which the premium(s) apply, vacation money earned in the current period, and the total accumulated vacation year to date.

13.08 Payroll errors resulting in underpayment shall be corrected on the next pay period after the Employer became aware or should reasonably have been aware of the error.

ARTICLE 14
LODGE PREMIUM

The parties are agreed to delete Article 14.

ARTICLE 15
WEEKEND PREMIUM

- 15.01 A weekend premium of seventy-five cents (\$0.75) per hour shall be paid to employees for all hours of work between zero six hundred (0600) on Saturday until zero six hundred (0600) on Monday.
- 15.02 Weekend premium payments shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 16
UNION STEWARDS

- 16.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his job, subject to the operation requirements of the Employer, and such arrangements will be approved as soon as reasonably possible for this purpose, with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 16.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 16.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager. The People and Culture department shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 16.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.
- 16.05 Union Representatives Leave
- (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 with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
 - (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 including any differentials or premiums the Member would have been

received had they been at work. 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.

- (d) An Employee who is elected for 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 pension and 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.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

16.06

Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority in order to prepare for and participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount agreed to by the parties to cover the cost of benefits.

ARTICLE 17
NAMED HOLIDAYS

17.01

The following are considered Named Holidays:

New Years Day	Heritage Day (August Civic)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

Employees are not eligible for any other benefit or premium in respect of public holidays other than as set out herein.

17.02

The Employer shall pay Named Holiday pay in the amount of the Employee's average daily wage calculated as the total wages earned by the Employee divided by the number of days worked in the four (4) weeks ending on the last day of the pay period that immediately preceded the named holiday.

To qualify for Named Holiday 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.

17.03

If an Employee is required to work on any General Holiday set out in this agreement, they shall be paid at the rate of one and one half (1 ½) times her regular rate of pay for all hours worked on the holiday.

- 17.04 Should the Government of Alberta pass legislation to amend Division 5 of the Employment Standards Code which adds a holiday that is not listed above, that holiday shall be recognized in this agreement upon the effective date of the legislation.
- 17.05 Where requested prior to July 1st, Employees may substitute Boxing Day for Heritage Day {first Monday in August}.
- 17.06 The Employer will endeavor to accommodate requests for time off on Christmas Day and New Year's Day in an equitable and alternating manner.

ARTICLE 18
ANNUAL VACATION

- 18.01 For the purpose of this Article:
- (a) "Vacation" shall mean annual vacation with pay.
 - (b) "Vacation Year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December of the same calendar year.
 - (c) All Employees will commence earning vacation entitlement upon the date of commencement of employment.

18.02 Vacation Entitlement

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay (pro-rated for Part-Time and Casual Employees) and the rate of earning entitlement shall be as follows:

- (a) During the first (1st) year to the completion of the fifth (5th) year, an Employee earns vacation at the rate of two (2) weeks or four percent (4%); and
 - (b) Upon completion of the fifth (5th) year to the completion of the ninth (9th) year, an Employee earns vacation at the rate of three (3) weeks or six percent (6%); and
 - (c) Upon completion of the ninth (9th) and subsequent years of employment, an Employee earns vacation at the rate of four (4) weeks or eight percent (8%).
- 18.03 Vacation with pay shall not accrue during periods while:
- (a) on layoff; or
 - (b) in receipt of compensation from the Workers' Compensation Board; or
 - (c) on leave of absence without pay in excess of thirty (30) calendar days for any reason.

18.04 Time of Vacation

All vacation shall be taken at a mutually agreeable time and Employee vacation requests shall not be unreasonably denied. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

The Employer shall endeavour to respond as soon as possible to Employee vacation requests, but in any case, shall provide a response within fourteen (14) days indicating approval of the vacation request, or, in the case of disapproval, providing the reason for not granting the request.

Subject to approval by the Employer, vacation may be taken in an unbroken period and may be supplemented with contiguous unpaid leave of absence and/or other applicable leaves (i.e. bereavement, caregiver leaves etc.). Such approval shall not be unreasonably denied.

- 18.05 Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

ARTICLE 19
BENEFITS PLAN

- 19.01 The Employer agrees to pay 50% of the billed premiums for the benefits outlined and explained in the *My group benefit plan – Edmonton Field Employees* Booklet for all employees, including Temporary Employees, who have successfully completed six (6) months of continuous employment and who maintain an average of at least twenty-five (25) hours of work per week averaged over six (6) months.

- 19.02 It is understood and agreed that the benefit plan is not part of this agreement and is not subject to the grievance and arbitration procedure. It is further understood that the Employer may change the terms of the plan and/or the insurance carrier provided that the benefit coverage as a whole is not fundamentally reduced.

ARTICLE 20
BENEFITS PLAN

- 20.01 Sick Leave

Employees who work a minimum of thirteen hundred (1300) hours in a calendar year will be eligible to receive forty (40) paid sick hours in the following calendar year, subject to the following conditions:

- (a) Where possible, the Employee notifies the Employer of the absence a minimum of three (3) hours prior to the scheduled start time of her shift.
- (b) Employees will receive compensation of their regular rate for all hours scheduled for that day, with a minimum of two (2) hours to a maximum of eight (8) hours.

- 20.02 In the first year of employment, Employees shall accrue sick leave at the rate of eight (8) hours for every one hundred and seventy six hours (176) paid to a maximum accrual of forty (40) sick hours. First year Employees shall be eligible to use sick days after their probation period is completed.

- 20.03 Unused sick hours at the end of the calendar year shall carry over to a maximum eligibility of sixty four (64) hours in any given year.

- 20.04 Employees shall not be eligible to receive any monetary compensation for unused sick time at the end of a calendar year and/or upon termination of their employment, whatever the reason for that termination.

- 20.05 Until such time as sick leave entitlement can be itemized on the pay statement, Employees may find out their sick leave balance by contacting the Coordination Supervisor, who shall provide a written statement of total sick hours accrued prior to the then current pay period.

- 20.06 Proof of Illness

Employees shall not normally be required to provide proof of illness for fewer than three consecutive shifts. When directed to obtain such proof, the Employee shall be advised of the requirement prior to their return to work.

ARTICLE 21
WORKERS' COMPENSATION

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with *the Income Tax Act*, Workers' Compensation benefits are not taxable.
- 21.02 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 21.03 Benefit coverage for eligible Employees will continue to be in effect for Employees on Workers' Compensation benefits, provided they continue to pay their portion of the premium.
- 21.04 Upon confirmation that an Employee is ready to return to work, they shall be returned to the regular shifts held by the Employee, if any, prior to going on Workers' Compensation. Casual Employees with no Regular Shift shall be assigned work as per Article 11 and the Employer will make best efforts to return the Employee to pre-injury hours as soon as possible.

ARTICLE 22
LEAVE OF ABSENCE

22.01 General Conditions

- (a) Requests for a leave of absence for up to twenty four (24) months, without pay or benefits 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 requests is subject to the approval of the Employer which shall not be unreasonably denied by the Employer. Except in 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) During leaves of absence without pay of longer than thirty (30) calendar days, Employees may elect to maintain coverage of contributory plans specified in Article 19, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment 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, STD or LTD, 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 her position, 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 shall be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) Where an Employee requests a leave of absence to work for another Employer due to public health restrictions, such leave shall be approved. The maximum unpaid leave of twenty-four (24) months shall be extended for as long as public health restrictions remain in place.
- (h) Employees requesting unpaid leave to extend vacation as per 18.04 shall not be unreasonably denied.
- (i) Regular Employees returning from leave shall be reinstated in their previously held Regular Shift assuming they can still meet the availability requirements of the shift. Casual Employees returning from leaves of longer than thirty (30) days shall have no entitlement to be reassigned to previously held regular clients.

22.02

Maternity Leave

A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay. Maternity leave is a maximum of sixteen (16) weeks.

Maternity leave may commence up to thirteen (13) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.

For the period of maternity leave during which the mother's physician certifies that she is unable to work due to medical reasons, the mother shall be entitled to access sick leave benefits in the same fashion as an Employee absent due to illness.

A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to receive maternity leave. If maternity leave has not already commenced, such maternity leave shall commence on the date that the pregnancy ends and shall end sixteen (16) weeks after the commencement of the leave.

22.03

Parental or Adoption Leave

An Employee who has been employed for at least ninety (90) days is entitled to parental leave without pay for up to sixty-two (62) weeks. The Employee may commence parental leave:

- (a) following the end of their sixteen (16) week maternity leave; or
- (b) up to two weeks prior to the expected delivery date of the child; or
- (c) from any date after delivery or adoption of a child provided that the leave shall end seventy eight (78) weeks from the birth of the child or date of adoption; or
- (d) upon one (1) day's notice for the purposes of adoption, provided the application for such leave was made when the adoption was approved.

22.04

Court Appearance

- (a) In the event an Employee who has successfully completed the probationary period is required to appear before a court of law as a member of a jury or as a witness in a criminal matter, the Employee shall

be granted a leave of absence for the duration of such duty, the first day of which shall be with pay less any compensation provided by the court.

- (b) In the event an Employee is required to serve as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of pay for regularly scheduled visits lost.

22.05

Bereavement Leave

- (a) In the event of a death of an immediate family member as defined below, an Employee who works a minimum of twenty-five (25) hours per week shall be entitled to receive five (5) consecutive workdays bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning. Non qualifying employees may take the leave unpaid.

For the purpose of this Article, Immediate Family means: spouse (including common law), child, parent (including step-parent, foster parent, and in-law), sibling (including step sibling and foster sibling), current in-law relationship (including mother, father, son, or daughter), grandparent, and grandchild.

A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is also entitled to paid bereavement leave as defined above.

22.06

The Employer shall apply all statutory unpaid leave provisions as outlined under the *Alberta Employment Standards Code*. Information regarding statutory leaves is available on-line at:

<https://www.alberta.ca/employment-standards.aspx>

For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Personal and family responsibility	Up to 5 days per year
Domestic violence	Up to 10 days per year

ARTICLE 26
LAYOFF AND RECALL

26.01 Definition of Layoff

In this Collective Agreement, the term "lay-off" shall mean either the indefinite reduction of the number of Employees in a geographic area or specific location or, in the case of a Regular Employee, the indefinite reduction of the total hours in the Employee's Regular Schedule.

For Regular Community Employees, the term "indefinite" shall mean a period of indeterminate length that is expected to be longer than three (3) pay periods.

26.02 In the event of a layoff, the Employer shall lay off Employees in the reverse order of their seniority within their geographic area or specific location and classification, provided that the remaining Employees have the skill, ability, availability, experience, and qualifications required to meet the clients' needs. Probationary Employees shall be laid off prior to Employees with seniority in those geographic areas and/or specific locations where downsizing occurs.

26.03 Casual Employees facing a possible layoff may not displace a less senior Employee who holds a Regular position.

26.04 The Employer agrees that it will not hire new employees within a classification where there are employees within the classification on lay-off who have the requisite skill, ability and qualifications, or comparable experience as defined by the Employer's contractual obligations with the AHS, or other source of fee for service revenue, to perform the work available.

26.05 Regular Employees shall be entitled to fourteen (14) days' notice in the case of lay-off, which may be provided as working notice or pay in lieu of notice.

26.06 An Employee who has completed their probationary period and who is subject to layoff shall have the right to either:

- (a) Accept the layoff and retain recall rights for up to twelve (12) months, or
- (b) If a Regular Community Employee, displace an Employee who has lesser seniority in an equivalent position for which they have the skill, ability, availability, experience, and qualifications to perform in a different geographic location, or
- (c) If a Regular Congregate Employee, displace an Employee who has lesser seniority in an equivalent position for which they have the skill, ability, availability, experience, and qualifications to perform first in the Employee's current facility, then at any other facility, or
- (d) Accept work as a Casual Employee in the Bargaining Unit by providing availability as per Article 11.02 and retain recall rights for the period set forth In Article 26.07 a), or
- (e) At any time during the twelve-month recall period, accept the layoff and entitlement to termination pay as defined in the Employment Standards Code and forfeit recall rights.

26.07 As opportunities for recall become available, the Employer will offer these opportunities to laid off employees in seniority order before resorting to the job posting procedure detailed in Article 10. If the recall opportunity is for fewer hours or is in a different location or geography than the one previously held, the laid off

employee shall have the choice to accept the position or to remain on layoff until such time as a more comparable opportunity becomes available.

- 26.08 Notice of recall shall be by telephone and confirmed by Registered Mail at the last known address. Failure to accept a recall within five (5) calendar days of receiving the notice by Registered Mail shall result in a termination of recall rights.

ARTICLE 27

DISCIPLINE, DISMISSAL AND RESIGNATION

- 27.01 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 27.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union at the time of suspension or dismissal. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.03 By an appointment made in advance, an Employee and/ or their representative, shall have access to their personnel records once per year.
- The Employer will make arrangements to have an Employee's personnel file made available at their place of employment and at a reasonable time for the employee to examine his file, once in every year or in the event of a grievance. The Employee may request a representative of the Union to be present at the time of the examination.
- 27.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. Prior to such discussion or investigation, the Employer shall advise an Employee of their right be accompanied by a Union Steward or Union Representative of their choice. The Employer shall give the Employee a reasonable amount of time to contact their Union Steward or Union Representative.
- 27.05 An Employee who has been subject to disciplinary action shall, after eighteen (18) months from the time of the discipline, have such record deemed removed from their personnel file, provided no further discipline of equal or greater severity has been received within the eighteen (18) month period.
- 27.06 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.
- 27.07 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.
- 27.08 The Employee shall sign all notices of discipline, for the sole purpose of indicating she is aware of the discipline. It is deemed notification when the Employee refuses to sign.
- 27.09 Disclosure
- The parties recognize the principle of disclosure of information in matters resulting in discipline.

ARTICLE 28
OCCUPATIONAL HEALTH AND SAFETY

- 28.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 28.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 28.03 The Committee shall be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this committee.
- 28.04 The basic rate of pay for any lost time / visits will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 28.05 The Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification including working alone and reporting, hazard controls and training, and recommendations for improved workplace safety.
- 28.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.
- 28.07 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.
- 28.08 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health & Safety Act*.
- 28.09 The Employer will inform Employees of any hazards associated with visiting a particular client which the Employer is aware or reasonably ought to have been aware, including but not limited to confirmed or probable infectious diseases, infestations of pests (i.e. lice, bedbugs etc.), animals and/or smoking in the home, past behavioral concerns, or trip and fall hazards including in the approach to the client's home.
- The Employer will undertake in a timely manner all reasonable measures to eliminate and/or mitigate all hazards reported by Employees.
- 28.10 The Employer will inform Employees of any hazards associated with visiting a particular client which the Employer is aware or reasonably ought to have been aware, including but not limited to confirmed or probable infectious diseases, infestations of pests (i.e. lice, bedbugs etc.), animals and/or smoking in the home, past behavioural concerns, or trip and fall hazards including in the approach to the client's home.
- The Employer will undertake in a timely manner all reasonable measures to eliminate and/or mitigate all hazards reported by Employees.

ARTICLE 29
GRIEVANCE PROCEDURE

- 29.01 Communication
- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE with

copies delivered to the Chairperson of the Chapter and the Union Representative.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the President or his designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

29.02

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 17.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

29.03

At any meeting held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

29.04

Steps of the Grievance Procedure involving disputes between the Employer and the Employee shall be:

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with her Clinical Care Manager or designate, who is not within the scope of this Collective Agreement with a view to resolving it. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

Step 2

If the difference is not resolved at Step 1, a grievance shall be submitted, in writing, to the Director of Operations or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Department Manager or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Director of Operations or designate, submit the grievance in writing to the Vice-President or designate, specifying the nature of the grievance/s and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Mediation

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be

referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Step 4 – Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

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

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

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

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

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

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

29.05

Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at Step 2 of the Grievance Procedure. The Employer or the Union may submit a grievance.

29.06

Default

- (a) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded and shall 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.

ARTICLE 30

JOINT COMMITTEE: UNION-EMPLOYER RELATIONS

- 30.01 For the purpose of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the names of the officers.
- 30.02 There shall be a single Employee Management Advisory Committee (EMAC). Meetings of the EMAC Committee shall be held on the Employer's premise.
- 30.03
 - (a) The EMAC shall meet quarterly.
 - (b) The Local/ Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC.
 - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
 - (d) An Employee shall be paid her basic rate of pay for any lost time / visits for attendance at these Committee Meetings.

ARTICLE 31

UNIFORMS

- 31.01 At time of hire, a CBI Health branded scrub shirt shall be provided to all employees. After one year, worn or soiled branded scrubs can be exchanged for new ones.
- 31.02 Non branded scrub shirts of any colour may be worn.
- 31.03 A uniform allowance of \$45 per year shall be provided in January of each year to those employees who maintained an average of 25 hours worked per week during the previous year.
- 31.04 From time to time, and as supply dictates, the Employer may provide additional scrub shirts to employees.

ARTICLE 32

TECHNOLOGICAL CHANGE

- 32.01 When the Employer is considering the introduction of technological change (altering methods or utilizing different equipment) in the workplace that may result in job reduction or job loss, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected and the provisions of Article 26 - *Layoff and, working Notice, Recall and severance* shall apply.

ARTICLE 33

JOB CLASSIFICATION

33.01 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing that any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate for the position in dispute.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filed.

ARTICLE 34
MILAGE AND PARKING

34.01 When attending to rural clients outside the city limits of Edmonton, Leduc, Sherwood Park, and Beaumont, and when travelling between municipalities Employees shall be compensated at the rate of forty-seven cents (\$0.47) per kilometer.

34.02 Where an Employee is required to pay for parking to attend to a client, the Employer shall reimburse the Employee the full amount upon proof of payment.

ARTICLE 35
PRECEPTOR PAY (BUDDY SHIFTS)

35.01 An LPN or HCA that is assigned to orientate a new Employee shall be paid in addition to her basic rate of pay an additional three (\$3.00) dollars per hour for all hours she spends orientating the new Employee.

ARTICLE 36
COMMUNICATION DEVICES

36.01 The Employer shall provide, at no cost to the Employee, all necessary communications devices, equipment, and software required to perform their duties. The Employer may also provide Bring Your Own Device (BYOD) programs that Employees may choose at their discretion.

ARTICLE 37
EMPLOYEE PRIVACY

37.01 Reasonable Expectation of Privacy

The Parties recognize that employees have a reasonable expectation of privacy at work, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

37.02 Surveillance Cameras

Wherever possible, the Employer shall inform Employees when surveillance cameras and related equipment are present in areas where Employees are working.

Except where permissible by law, cameras shall not be used to monitor Employee performance.

37.03 Personal Health Information

Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved in administering that information.

37.04 Necessary Medical Information Only

The Employer shall only request medical information when there are reasonable grounds to do so, and only necessary information shall be requested.

ARTICLE ZZ
LEGAL INDEMNIFICATION

ZZ.01 The Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

ZZ.02 In accordance with the Certificate of Insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.

ZZ.03 The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the Contract of Insurance.

Appendix “#”

Geographic Locations

The Edmonton Operations are divided into geographic zones for Community Health Care Aide work and Lodges within Lodge groupings for Congregate Health Care Aide work. This Appendix sets forth the definition of each of the zones and groupings.

The following three charts show the geographic area defined by Postal Code prefix, Supervisor, and any other defining factor. Updated charts and or information shall be provided to the Union as needed.

Edmonton North

<p><u>ZONE 7</u></p> <p>Riziki Massepode (587) 372-0374 Edm-Pod 07 → T5J, T5K Edm-Pod 07 → A to Z Staff</p>	<p><u>ZONE 8</u></p> <p>Bernadette Del Carmen 780-218-1794 Edm-Pod 08 → T5B Edm-Pod 08</p> <p>Jeneba Baun 780-686-4257 Edm-Pod 08 → T5W Edm-Pod 08B</p>
<p><u>ZONE 10</u></p> <p>Romayne Jesse 587-777-5899 Edm-Pod 10 → T5G, T5L Edm-Pod 08/10 → A to Z Staff</p> <p>Ayan Yasin 780-919-4268 Edm-Pod 10 → T5E Edm-Pod 10 → A to Z Staff</p>	<p><u>AFH</u></p> <p>Work schedule 3:00 PM to 11 PM → Please refer to CCS's AC schedule for Work days</p> <p>Nabela Niazi 587-643-4153 Edm-Pod AH 2 → T5N (7), T5M (7)</p> <p>Tshiakumpa Mukadi 587-598-5906 Edm-Pod AH 4 Staff → Leduc/Rural (South)</p> <p>Marjorie Alcoriza 587-783-6535 Edm-Pod AH 1 → T5H (8)</p>
<p><u>LPN</u></p> <p>Wiltah Birman 587-590-3804 Edm-Nursing Pod-1 → All Nursing Clients All LPN Staff</p>	

Edmonton South

<p><u>SOUTHEAST</u></p> <p>Thenythrope (Temi) Soetan 587-372-9248 Edm-Pod SE 1 → T6E T6P T6W T6H T6L Clients Edm-Pod SE-1 → Last name beginning A to E Staff</p> <p>Am andeep Kaur 587-598-5460 Edm-Pod SE-2 → T6A T6B T6M Clients Edm-Pod SE-2 → Last name beginning M to Z Staff</p> <p>Amanjot Kaur 587-873-3811 Edm-Pod SE-3 → T6C T6T T6R T6J Clients Edm-Pod SE-3 → Last name beginning F to L Staff</p>	<p><u>LEDUC</u></p> <p>Hope Machando 780-686-7032 Edm-Pod Leduc-1 → City Of Leduc Clients Edm-Pod Leduc-1 → Last name beginning A to K Staff</p> <p>Marin Martin 587-596-7055 Edm-Pod Leduc-2 → Beaumont/Rural Leduc Clients/T6X Edm-Pod Leduc-2 → Last name beginning L to Z Staff</p>
<p><u>SHERWOOD PARK</u></p> <p>Parneet Kaur 587-372-9610 Edm-Pod ShPk-1 → T8A T8B Clients Edm-Pod ShPk-1 → Last name beginning L to Z Staff</p> <p>Samira Misbah 587-984-4810 Edm-Pod ShPk-2 → T8H & Rural Strathcona County Clients Edm-Pod ShPk-2 → Last name beginning A to K Staff</p>	<p><u>LPN</u></p> <p>Mary-Anne Zerfass 587-597-7224 Edm-Nursing Pod-2 → All Nursing Clients All LPN Staff</p>
<p><u>PEDS</u></p> <p>Aaliyah Moughn 587-357-2454 Edm-Pod Paeds-1 → Employee with area EPeds – last name beginning A-J</p>	<p><u>PEDS</u></p> <p>Taylor Chartier 780-446-9937 Edm-Pod Paeds-2 → Employee with area EPeds – last name begging K-Z</p>

Lodges

<p>L1: Rabiapreet Deol (587) 596 - 7519</p> <ul style="list-style-type: none"> • Cloverleaf Lodge • Discovery Lodge • Iris Court • Plainview Manor • Planeview Lodge • Beausejour Place • St. Thomas Manor 	<p>L2: Priya Patel (780) 668 - 0339</p> <ul style="list-style-type: none"> • Beverly Lodge (N) • Porta Place Apartments • Rosslyn Lodge (N) • Virginia Park Lodge (N) • Virginia Park Plaza (N) 	<p>L3: Bailey Petrov (780) 686 - 1287</p> <ul style="list-style-type: none"> • Montgomery Place (S) • Ottewell Lodge (S) • Ottewell Manor (S) • Sakaw Terrace (S)
<p>L4: Joanna David (587) 984 - 9176</p> <ul style="list-style-type: none"> • Manor St. Joachim (N) • McQueen Lodge (N) • Pleasantview (N) • Queen Alexandria Lodge (S) • Strathcona Place (S) 	<p>L5: Alanna Lealand (587) 987 - 7571</p> <ul style="list-style-type: none"> • Aster Gardens • Bedford Village • Clover Bar Lodge • Silver Birch Haven • Silver Birch Lodge 	<p>L6: Ramatu Marah (587) 983 - 5332</p> <ul style="list-style-type: none"> • Boardwalk Centre (N) • Chinese Lodge (N) • Chinese Mansion (N) • Matheson Seniors (N) • St. Andrews Lodge (N)
<p>L7: Kelly Bunning (587-591-4461)</p> <ul style="list-style-type: none"> • Kiwanis Lodge (N) • Meadowlark Lodge (N) 		

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WAGE SCALE

HCA (Certified)						
Step	Hours	Current Edmonton North (January 1, 2020)	Current Edmonton South (former WeCare)	Upon Ratification	January 1, 2024	January 1, 2025
Step 1	0	\$16.40	\$17.00	\$21.05	\$21.26	\$21.47
Step 2	1950	\$16.98	\$17.35	\$21.41	\$21.62	\$21.84
Step 3	3900	\$17.15	\$17.70	\$21.78	\$22.00	\$22.22
Step 4	5850	NA	\$18.00	\$22.15	\$22.37	\$22.60
Step 5	7800	\$18.19	\$18.35	\$22.48	\$22.70	\$22.93
Step 6	9750	NA	\$18.70	\$22.81	\$23.04	\$23.27
Step 7	11700	NA	\$19.00	\$23.15	\$23.38	\$23.62

HCA (Uncertified)						
Step	Hours	Current Edmonton North (January 1, 2020)	Current Edmonton South (former WeCare)	Upon Ratification	January 1, 2024	January 1, 2025
Step 1	0	\$16.40	\$17.00	\$21.05	\$21.26	\$21.47
Step 2	1950	\$16.98	\$17.35	\$21.41	\$21.62	\$21.84
Step 3	3900	\$17.15	\$17.70	\$21.78	\$22.00	\$22.22
Step 4	5850	NA	\$18.00	\$22.15	\$22.37	\$22.60
Step 5	7800	\$18.19	\$18.35	\$22.48	\$22.70	\$22.93
Step 6	9750	NA	\$18.70	\$22.81	\$23.04	\$23.27
Step 7	11700	NA	\$19.00	\$23.15	\$23.38	\$23.62

LPN						
Step	Hours	January 1, 2020	Current (Wage adjustment Feb. 27, 2022)	Upon Ratification	January 1, 2024	January 1, 2025
Step 1	0	\$25.52	\$26.33	\$28.28	\$28.56	\$28.85
Step 2	1950	NA	NA	\$28.63	\$28.92	\$29.21
Step 3	3900	NA	NA	\$28.98	\$29.27	\$29.56
Step 4	5850	NA	NA	\$29.34	\$29.63	\$29.93
Step 5	7800	NA	NA	\$29.70	\$30.00	\$30.30
Step 6	9750	NA	NA	\$30.07	\$30.37	\$30.67
Step 7	11700	NA	NA	\$30.44	\$30.74	\$31.05

SALARY SCHEDULE
OFFICE EMPLOYEES

Annual Full-time Salaries

INTAKE LIAISON						
Step	Hours	January 1, 2020	Current (Wage adjustment Feb. 27, 2022)	Upon Ratification	January 1, 2024	January 1, 2025
Step 1	0	\$37,315.69				
Step 2	2080	\$39,554.63				
Step 3	4160	\$39,959.77				
Step 4	8320	\$42,347.19				

RECEPTION						
Step	Hours	January 1, 2020	Current (Wage adjustment Feb. 27, 2022)	Upon Ratification	January 1, 2024	January 1, 2025
Step 1	0	\$32,624.56				
Step 2	2080	\$33,776.03				
Step 3	4160	\$34,122.77				
Step 4	8320	\$36,164.23				

LETTER OF AGREEMENT #1

Between

CBI Home Health (AB) Limited Partnership
operating as CBI Home Health- Edmonton

and

Alberta Union of Provincial Employees
Local 047 Chapter 008

RE: NIGHT SHIFT PREMIUM

Upon completion of the funding agreement between Alberta Health Services and the Employer, the Employer will notify the Union and provide the details of such funding arrangement forthwith. The parties will convene negotiations on the matter of a night shift premium rate within three (3) months. If the parties cannot agree on an appropriate night shift premium, the matter will be settled through a voluntary and binding interest arbitration.

LETTER OF AGREEMENT #2

Between

CBI Home Health (AB) Limited Partnership
operating as CBI Home Health- Edmonton

and

Alberta Union of Provincial Employees
Local 047 Chapter 008

**RE: MERGER OF CBI HEALTH – EDMONTON NORTH OFFICE AND CBI HEALTH –
EDMONTON SOUTH OFFICE (formally We Care)**

WHEREAS the Union and the Employer are currently parties to a collective agreement which expired on December 31, 2020 (the “Collective Agreement”);

AND WHEREAS the Union and the Employer are currently engaged in collective bargaining for the renewal of the Collective Agreement;

AND WHEREAS the Employer intends to merge the offices and operations of the current bargaining unit office identified as CBI Health – Edmonton North with the non-union office identified as CBI Health – Edmonton South;

AND WHEREAS the date for such merger shall be effective no later than the beginning of the second pay period after the introduction of the AlayaCare software at both offices;

AND WHEREAS the parties wish to integrate the employees of CBI Health – Edmonton South into the Collective Agreement;

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

1. Effective the date of the merger, all employees in the classification of Health Care Aide and Licensed Practical Nurse currently employed at the CBI Health – Edmonton South office shall become bargaining unit members covered by the Collective Agreement.
2. All terms and conditions of the Collective Agreement shall apply to the employees identified in paragraph 1, upon the effective date of the merger, including but not limited to:
 - (a) Employees identified in paragraph 1 above shall be compensated according to the rates of pay laid out in the current Wage Schedule, based on their cumulative career hours worked out of the CBI Health – Edmonton South office.
 - (b) If an Employee’s rate of pay at the time of the merger is higher than the rate in the Wage Schedule commensurate with their accumulated hours worked, such Employee shall be held at their current wage until such time as the rate of pay in the schedule is equal to or greater than their current wage.

- (c) The Employer shall remit dues for former CBI Health – Edmonton South Employees in accordance with Article 4.
- (d) Employee Service at CBI Health – Edmonton South shall be recognized as seniority in the bargaining unit as per Article 10 of the Collective Agreement. As such, the seniority of the two groups shall be dovetailed into one master seniority list.
- (e) Employees from both offices will maintain their primary geographic areas in which they currently provide availability. For clarity, the CBI Health – Edmonton North office services the following geographic areas and postal codes:
 - 07 – T5J, T5K, T5M, T5N
 - 08 – T5B, T5H, T5W
 - 10 – T5E, T5G, T5L

And, the CBI Health – Edmonton South office services the following:

- Southeast – T6A, T6B, T6C, T6E, T6P
- Sherwood Park and surrounding range roads
- Leduc/Rural – Leduc, Leduc County, Devon, Thorsby, Warburg, New Serepta, Calmar

3. Also effective on the date of the merger, all employees located at the CBI Health – Edmonton North Office in the classifications of Intake Liaison and Reception as well as those office employees who, through past practice have been included in the bargaining unit will cease to be members of the bargaining unit covered by the Collective Agreement. Similar office positions at the CBI Health – Edmonton South office will remain outside of the bargaining unit.
 - (a) As part of the collective bargaining process, the Collective Agreement will be amended to remove reference to Office Employees.
 - (b) If layoffs of office employees occur because of or within one year following the merger effective date, fourteen (14) days’ notice or pay in lieu of notice shall be provided to affected employees in addition to the severance provided for in Article 26.06 of the Collective Agreement.
 - (c) If office employees facing layoff have the required qualifications to perform HCA or LPN work, they may elect to accept such bargaining unit positions so long as no other bargaining unit employee is displaced. If an employee elects this option, they will be credited with any past hours in the classification.
4. The Employer shall provide the Union with an opportunity to make presentations of not less than twenty (20) minutes to the employees of CBI Health – Edmonton South to provide a Union orientation. Such orientation may be provided virtually and if so, the

Employer shall assist the union in obtaining necessary Union paperwork from the employees.

5. The Employer shall provide to the Union a listing of CBI Health – Edmonton South employees as soon as possible. Such listing shall include:
 - (i) Employee name
 - (ii) Employee ID number
 - (iii) Classification and Status (Full-time, Part-time, Temporary, Casual)
 - (iv) Work location and/or geographic zone of work assignment
 - (v) Address, personal phone number and email address
 - (vi) CBI Health – Edmonton South date of hire, hours worked, and hours worked during the period of June 1, 2020 to May 31, 2021.
6. The Employer will also provide the current terms and conditions of Employment for such CBI Health – Edmonton South Employees. The Union reserves the right to modify its collective bargaining proposals based on information contained in such disclosure.

TO WITNESS THEIR AGREEMENT, the parties have duly executed the Memorandum of Agreement on the dates set out below:

LETTER OF AGREEMENT #3

Between

CBI Home Health (AB) Limited Partnership
operating as CBI Home Health- Edmonton

and

Alberta Union of Provincial Employees
Local 047 Chapter 008

RE: IMPLEMENTATION OF WAGE ADJUSTMENT FOR LPN CLASSIFIED EMPLOYEES

WHEREAS the Union and the Employer are currently parties to a collective agreement which expired on December 31, 2020 (the "Collective Agreement");

AND WHEREAS the Union and the Employer are currently engaged in collective bargaining for the renewal of the Collective Agreement;

AND WHEREAS the Employer intends to implement its most recent wage offer to current and future employees classified as Licensed Practical Nurses ("LPNs") in order to aid in recruitment efforts and address LPN shortages;

AND WHEREAS the Union's acceptance of this adjustment does not affect or hamper the Union's ability to continue forward with its proposals or table new proposals, including for LPN wages;

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

1. Effective the pay period commencing February 27, 2023, all LPN classified employees' wage will be increased from \$25.52 to \$26.33 per hour.
2. All newly hired LPN classified employees shall be offered and paid at the \$26.33 per hour rate.

TO WITNESS THEIR AGREEMENT, the parties have duly executed the Memorandum of Agreement on the dates set out below:

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

Signed this _____ day of _____, 2023.

ON BEHALF OF CBI HOME HEALTH (AB)
LIMITED PARTNERSHIP

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS