

COLLECTIVE AGREEMENT

Between

HARDISTY CARE CENTRE PARTNERSHIP

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of

LOCAL 047 CHAPTER 039

General Support Services

Expires March 31, 2021

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PREAMBLE

The parties commit themselves to their joint responsibilities and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well being of the residents.

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of residents, Employees and the Employer;
- (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.

ARTICLE 1

TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from the date of ratification to March 31, 2021. Monetary changes shall be effective only as of the date of ratification.
- 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 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.

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 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 Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee shall 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 Employees are permanently scheduled to work between 37.5 hours per week.
 - (ii) Part-time benefit Employees are permanently scheduled to work an average of at least 15 hours but less than 37.5 hours per week.

- (iii) Part-time Employees are permanently scheduled to work an average of less than 15 hours per week.
- (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 twelve (12) 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.
- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry administrative duties in respect of the operation and management of Hardisty Care Centre Partnership.
- 2.08 "Facility" means the health facility named as "Employer" in this Collective Agreement.
- 2.09 "Local" means Local 047 of AUPE.
- 2.10 "Chapter" means Chapter 039 or AUPE Local 047.
- 2.11 "Status" shall mean either Full-time or Part-time or Temporary or Casual as defined above.
- 2.12 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
 - (a) "Shift Pattern" means days and/or evenings and/or night shifts.
 - (b) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
- 2.13 "Month" is the period of time between the date of one month and the preceding date in the following month.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

- 2.15 "Union Steward" means an Employee in the Bargaining who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.
- 2.16 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.17 "Bargaining Unit" shall mean the unit of Employees as described in the Labour Relations Board Certificate.
- 2.18 "Classification" shall mean job title and pay scale established for the job title.
- 2.19 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the Employee to the normal Full-time bi-weekly hours defined at Article 24 Hours of Work in this Agreement.
- 2.20 "Parties" shall mean AUPE and the Hardisty Care Centre Partnership.
- 2.21 "Status" shall mean either Full-time or Part-time or Temporary or Casual as defined above.

ARTICLE 3

UNION RECOGNITION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the *Code*.
- (b) The Employer acknowledges that 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 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

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of Employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all Employees shall be governed by all rules as adopted by the Employer and published, or posted, or by general distribution, or by review at general or departmental staff meetings, and inform all Employees of such rules, provided such rules are not in conflict with this Agreement.

- (a) The Employer retains all rights to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with this Collective Agreement;
- (b) The Employer retains the rights to direct the working force; create new classifications and work units; determine hours of work; determine the number of Employees, if any, needed in any work unit or classification; determine if a position, work unit or classification will be continued or declared redundant.

ARTICLE 5

UNION MEMBERSHIP AND DEDUCTIONS

- 5.01 Neither the Employer nor the Union will compel Employees to join the Union. The Employer will not discriminate against any Employee because of Union membership or lack of it and will inform all Employees of the contractual relationship between the Employer and the Union.
- 5.02 The Union agrees that it shall make membership in the Union available to all Employees covered by this Agreement.
- 5.03 The Employee has the right:
 - (a) to be a member 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.
- 5.04 Employees Shall be permitted to wear a lapel sized pin representative of their Union during all hours of employment.
- 5.05 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 that shall indicate each Employee's name, date of hire, home mailing address, home phone number, personal cellular number (if available), work location, classification, status, hourly rate of pay, gross pay and the amount of the deduction from each employee. Such lists shall indicate newly hired Employees, terminated Employees and Employees on long term absence.
- 5.06 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.

- 5.07 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.
- 5.08 The Employer will indicate the dues deducted on the T-4 slip supplied to the Employee.

ARTICLE 6

RESPECTFUL WORKPLACE

- 6.01 The Employer, the Union and Employees are committed to a safe a respectful workplace where workplace violence, discrimination, bullying and harassment are not tolerated. The Parties agree that for the purposes of this agreement, the Employer's Policy and Procedure will be followed.
- 6.02 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. There shall be no discrimination, restriction or coercion exercised or practised by the Employer or the Union with respect to any Employee by reason of sexual orientation, membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, gender, gender identity, gender expression, mental or physical disability, place of origin, marital status, family status, or source of income. For the purposes of the Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.
- 6.03 The Parties are committed to engage in informal discussion between Employees and their supervisor, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.
- 6.04 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, manager or Union Representative for assistance.
- 6.05 When an Employee submits a complaint of workplace violence, discrimination, bullying or harassment, the complaint will be investigated as soon as possible and in accordance with the Employer's Policy and Procedure. All Employees are required to cooperate with the investigation and maintain confidentiality.
- 6.06 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination.
- 6.07 If the investigation determines that the Employee acted in bad faith in making the complaint or workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination.

- 6.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment and, therefore, subject to an investigation under the Employer's Policy and Procedure.
- 6.09 Clause 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.10 Normal disciplinary measures by the Employer shall not constitute harassment and/or bullying.
- 6.11 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article the grievance may not be referred to arbitration.

ARTICLE 7

UNION REPRESENTATION

- 7.01 The Employer agrees to recognize Employees who are registered 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, as well as providing representation at a formal disciplinary interview, duty to accommodate meeting, or return to work meeting. 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, 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.
- 7.02 A list of Union Stewards shall be supplied by the Union Representative to the Administrator. The Administrator shall be advised in writing of any change to the list. The list shall be updated by the Union Representative annually.
- 7.03 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. AUPE Representatives shall notify the Administrator or her designate before conducting any business in the Facility and shall not interfere with the work in the facility.

- 7.04 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 including negotiations, the application for leave must be made in writing to the Employer for approval. The application for Union Leave will be made in writing to the proper officer of the Employer with two (2) weeks advance notice of the required leave. In the event such advance notice is not provided, the request for leave will not be unreasonably denied.
- 7.05 When leave to attend Union business has been approved, it is granted with pay including any applicable premiums the Employee would have received if they would have worked their regularly scheduled shift. 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.

ARTICLE 8

PROBATIONARY PERIOD AND EVALUATIONS

- 8.01 Each Employee shall serve a single probationary period of four hundred and fifty (450) hours worked.
- 8.02 The Employer shall provide a paid orientation period for all new Employees. The orientation period shall not be less than three (3) working days. When in the opinion of the Employer it is necessary, additional orientation requested by an Employee will not be unreasonably denied.
- 8.03 During the probationary period, the Employer will meet with the Employee to review their progress to date, including any areas that may require improvement. If the probationary Employee believes their review is unfair, they may request and shall be granted a further meeting with the Employer.
- 8.04 If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated, in writing, without cause at any time during the probationary period, and such dismissal or termination of employment shall not be subject to appeal through the grievance procedure and shall not be subject to arbitration.
- 8.05 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory; such Employee may be terminated, in writing at any time during the extended period without cause. Such dismissal or termination of employment shall not be subject to the grievance and arbitration procedure.
- 8.06 On or before the expiry date of an Employee's probationary period, the Employer will notify her in writing that:
- (a) he/she will receive a permanent appointment; or
 - (b) his/ her employment will be terminated and such termination shall not be subject to the grievance procedure.

- 8.07 During the probationary period, a Full-time, Part-time and Part-time Benefit Employee shall accrue vacation and sick leave credits.
- 8.08 Upon successful completion of the probationary period, the Employee will be credited for accrued vacation and sick leave.
- 8.09 Upon successful completion of the probationary period, eligible Employees shall be enrolled in the Group Insurance Benefits and Medical and Dental Insurance plan.
- 8.10 The Supervisor or Manager will complete Employee Performance Reviews a minimum of every two (2) years. The Employee will be given a copy of the evaluation and provision shall be made on the evaluation form for an Employee to sign it. The object of this evaluation is to collaboratively review the Employee's work performance in their designated roles and to provide an opportunity for constructive feedback, coaching, mentoring and clearly defining expectations.
- 8.11 Employees will be allowed to see their personal file for their inspection of its contents, with a Hardisty Care Centre Partnership Leader present. Letters of Warning or Discipline shall be removed from an Employee's file and record twenty-four (24) months from the date of issue, if the Employee has worked continuous service and that period has been without further infractions.
- 8.12 Personal File requests must be made in writing with a minimum of forty-eight (48) business hours notice.

ARTICLE 9

SENIORITY

- 9.01 A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service in the facility employment commenced.
- 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 Article 9.01.
- 9.03 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 18 – Vacation;
 - (b) layoffs and recalls, subject to the provisions specified in Article 10 – Layoffs
 - (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 11 – Job Postings and Vacancies.
- 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 initial layoff, if during which time the Employee has not been recalled to work;
- (c) If an Employee does not return to work when recalled, as provided in the Layoff and Recall Article;
- (d) When an Employee has been absent for two (2) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is provided;
- (e) When an Employee fails to report to work on the first day following the expiration of a Leave of Absence unless the Employee provides a reason satisfactory to the Employer.

9.05 The Employer shall post a copy of the Seniority List on the joint Bulletin Board once each year. The Seniority List shall contain the name of each Regular Employee's status, and their date of hire.

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

LAYOFFS

10.01 It is the exclusive right of the Employer to establish, and vary from time to time, the job classifications, hours of work, and the number of Employees, if any, to be employed in any classification, or in any work place of the facility.

10.02 Notice of Layoff

- (a) Where, in the opinion of the Employer, it becomes necessary to displace a Regular Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work greater than 0.2 FTE of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee and the Union in writing at least 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 a natural disaster or emergency such as fire or flood or any other circumstances beyond the control of the Employer.
- (b) Where the layoff results from a natural disaster or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days notice is not required.

- (c) Employees will be laid off in reverse order of seniority by classification, provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

10.03

Application

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace the least senior Regular Employee in the same classification within the same status, for which the Employee has the skills, training, knowledge and ability to perform the work.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace the least senior Employee in the same classification with a different status, for which the Employee has the skills, training, knowledge and ability to perform the work.
- (c) When an Employee is on an approved Leave of Absence, or Workers' Compensation Benefits, or Long Term Disability, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

10.04

Recall

- (a) Employees will be recalled to their pre-layoff classification in reverse order of layoff.
- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by Registered Letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by Registered Letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. 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.
- (c) No new Regular Employee will be hired where there are other Employees within the same classification who are on layoff.

10.05

Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall.

10.06

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. Where an Employee on layoff occupies a Temporary position, the twelve (12) month period shall be suspended during her Temporary position and shall recommence upon the termination of the Temporary position for the balance of the twelve (12) month recall period.

10.07

Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 10, and Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (ie. Work opportunities of three (3) months or less).
- (b) Casual shifts within the Employee's pre-layoff classification shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work and have indicated their availability in writing to the Employer.
- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts up to their pre-reduction full-time equivalence. First opportunity to pick up casual shifts will cease at the end of the recall period.

10.08

Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of Regular Employees, notice or pay in lieu of notice, shall be paid in accordance with the Alberta Employment Standards Code.

ARTICLE 11

JOB POSTINGS AND VACANCIES

11.01

The Employer shall post notices of all vacancies required to be filled for not less than seven (7) calendar days in advance of filling the vacancy. The posting shall contain the following information:

- (a) qualifications and competencies required;
- (b) employment status (Regular, Temporary,);
- (c) classification status (Full-time, Part-time Benefits, Part-time,).
- (d) full-time equivalency (FTE)

For information purposes only, a notice of vacancy shall specify the number of hours per shift and the shift cycle.

11.02

All applications for job postings shall be made in writing to such officer as the Employer has designated on the job posting.

11.03

When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

11.04

Applicants for posted vacancies shall be informed in writing of their acceptance or rejection within five (5) working days of the date of decision.

- 11.05 A regular Employee who applies for and is successful on a temporary posting shall maintain her 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 her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- 11.06 (a) When an Employee voluntarily transfers to a classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate she would have been entitled to had she been on the lower rated classification from commencement of employment.
- (b) When an Employee voluntarily transfers to a classification with a higher rate of pay, their salary shall be adjusted immediately to the next basic rate above the Employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of transfer.
- 11.07 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.
- 11.08 An Employee selected to fill a vacant position will serve a trial period of one hundred and fifty (150) hours worked or one month whichever is first. At the end of this period, the Employer may transfer the Employee back to her former position if the Employer feels that the Employee is not suitable for the new position. The Employee, in like manner, may wish to return to her former position if she feels she is not suitable for the position. In either case, the Employee will return to her former position without impunity. Other Employees who were transferred or promoted because of the aforementioned described changes shall also transfer back.

ARTICLE 12

JOB CLASSIFICATION AND RATES OF PAY

- 12.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.
- 12.02 Wage rates are effective on the first full pay period following dates specified in the Wage Schedule.
- 12.03 Retroactive pay will be the difference between Step rates in the Wage Schedule and the rates paid to Employees by the Employer for the equivalent Step in the periods specified in the Schedule.
- 12.04 For the purpose of wage progression at each step of the pay grade within classifications, nineteen hundred and fifty (1950) hours paid at the Basic Rate of Pay shall constitute one (1) year.
- 12.05 New Employees will be given sufficient orientation to equip them for their work.

- 12.06 Employees who terminate their employment and are rehired within six (6) months shall not have to serve a probationary period and shall begin accumulating seniority for hours worked in accordance with Article 9, starting on the date of rehire. The Employee shall be placed at the same increment on the salary scale upon re-employment provided that:
- (a) they are re-employed into exactly the same classification that they held prior to termination.
- 12.07 It is agreed that the Employer will discuss with the Union any contemplated changes in pay periods.
- 12.08 When an Employee is "called back" and required to work additional hours on a particular day, she shall receive a minimum of three (3) hours pay at the basic rate of pay, or the actual number of ours worked at the overtime rate of pay, whichever is greater.
- 12.09 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.
- 12.10 Employees required by the Employer to attend mandatory staff meetings and mandatory staff in-service courses, shall be paid at their basic rate of pay for attendance at such meetings.

ARTICLE 13

HOURS OF WORK, WORK SCHEDULES, SHIFT EXCHANGES

13.01 **Hours of Work:**

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

- (i) Seven and one-half (7.50) consecutive hours per day;
- (ii) Thirty-seven and one-half (37.5 hours per week) hours per week averaged over the shift cycle.

Work and Shift Schedules:

- 13.02 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 seven (7) days of the week.
- 13.03 Shifts for Full-time, and Part-time will be posted not less than four (4) weeks in advance.

- 13.04 Part-time and Casual Employees who have indicated their availability in writing to work additional shifts, shall be called for additional shifts in order of seniority within their Employee grouping. Employees who have indicated their availability will be contacted by telephone at all numbers provided to the Employer by the Employee. If there is no response, the Employer will move on to the next name on the list to offer the shift. This clause shall not apply in cases of short notice absences where less than twenty-four (24) hours notice of absence is provided to the Employer.
- 13.05 Except for Employees who are scheduled to work on every weekend, or Except by mutual agreement between a Regular Employee and the Employer, shift schedules for Regular Full-time and Part-time Employees shall provide for two (2) weekends off in each four (4) week period.
- 13.06 Except by mutual agreement between a regular Employee and the Employer, shift schedules shall provide for at least ten (10) hours off duty between shifts. If the Employee is required by the Employer to change shifts without receiving ten (10) hours off duty, she shall be entitled to pay at one and one-half (1.5) times her basic rate of pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this section shall not apply. Recreation staff may be scheduled so that they are provided with eight (8) hours off no more than once per calendar month.
- 13.07 When an Employee who is scheduled reports for work in a normal manner and is notified that no work is available, she shall receive a minimum of three (3) hours of pay. The Employer may assign work to the Employee for the three (3) hours.
- 13.08 Where an Employee makes a request for time off that may appear to be in violation of this Agreement, the granting of the request will not be considered a violation of this Agreement.

Rest Breaks

- 13.09 Employees are expected to take their scheduled rest periods. If they are unable to do so, they must advise the supervisor so alternate arrangements for rest periods can be taken.
- 13.10 The Employer shall provide two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid meal break per full shift of seven and one half (7.5) hours.
- 13.11 The Employer shall provide one (1) paid rest period of fifteen (15) minutes during each shift on which the Employee works in excess of four (4) hours.
- 13.12 The Employer shall provide an unpaid meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours.
- 13.13 The purpose of breaks is to provide Employees with a rest during their shift. If an Employee chooses not to take her rest periods, she may not bank the time to leave early, come in later or combine them for longer rest periods, unless authorized by management.

13.14 Rest periods are scheduled by each Employee's immediate supervisor

Shift Trades and Exchanges:

13.15 Employees may exchange shifts among themselves provided that:

- (a) The exchanges are agreed to in writing between the affected Employees; and
- (b) prior approval of the exchange has been given by the Employee's immediate supervisor; and
 - (i) the Employer shall initial such request; and
 - (ii) such exchanges shall be recorded on the shift schedule.

13.16 No overtime shall be paid to an Employee who works in excess of the Employee's regularly scheduled work hours as a result of an exchange of shift.

ARTICLE 14

OVERTIME

14.01 Overtime shall apply as follows:

- (a) Overtime shall apply after an Employee has completed seven and one half (7 ½) hours in a day or thirty-seven and one half (37 ½) hours per week averaged over the shift cycle. Authorized overtime shall be paid at the rate of time and one half (1.5) of the Employee's regular rate of pay.
- (b) All Full-time Employees who work on an assigned day off at the Employer's request shall be paid at the rate of one and one half (1 ½) times the Employees' regular rate of pay.
- (c) All Full-time or Part-time Employee who work a concurrent shift at the Employer's request shall be paid at the rate of time and one half (1 ½) of the Employees' regular rate of pay.

14.02 No overtime shall be paid to an Employee who works in excess of the Employees' regularly scheduled work hours in a two (2) week period averaged over the shift cycle as a result of an exchange of shift.

14.03 No overtime shall be paid to an Employee who accepts a shift on an unscheduled day but which does not exceed thirty-seven and one half (37 ½) hours worked in a one (1) week period averaged over the shift cycle.

14.04 The Employer shall designate an individual on the facility premises who may authorize overtime. The Employer shall not unreasonably deny authorization after the facts for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

ARTICLE 15

ABSENCE FROM WORK

- 15.01 An Employee who is unable to report for work shall notify the Employer as soon as possible but in any event shall provide a minimum of three (3) hours notice.
- 15.02 Sick Leave with pay is only payable because of sickness and injury and Employees who are absent on their regularly scheduled shift because of sickness may be required by the Employer to prove sickness.

Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A physician's certificate may be requested for such leaves in excess of one (1) day or when an Employee demonstrates a discernible pattern of frequent illnesses. Other than Employees placed upon a formal attendance management program by the Employer, when an Employee is required to provide a medical certificate or proof of illness they shall be advised prior to their return to work. Where the Employee must pay a cost for such proof, upon the production of a receipt for the cost, the full fee shall be reimbursed by the Employer.

ARTICLE 16

SHIFT PREMIUMS

- 16.01 Effective the date of ratification, the following premiums will apply:
- | | | |
|-----|-----------------------|---|
| (a) | Evening Shift | two dollars and fifty cents (\$2.50) per hour |
| (b) | Night Shift | one dollar and seventy-five cents (\$1.75) per hour |
| (c) | Weekend Day Shift | three dollars (\$3.00) per hour |
| (d) | Weekend Evening Shift | one dollar and seventy-five cents (\$1.75) per hour |
| | | (plus weekend premium of two dollars (\$2.00) per hour) |
| (e) | Weekend Night Shift | one dollar and seventy-five cents (\$1.75) per hour |
| | | (plus weekend premium of two dollars (\$2.00) per hour) |
- 16.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 16.03 The Evening Shift Premium shall be paid to Employees where the majority of the hours of such shift falls between fifteen hundred (1500) hours and twenty-three hundred (2300) hours. The Night Shift premium shall be paid to Employees where the majority of the hours of such shifts fall between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- 16.04 There shall be no pyramiding of differentials, premiums and bonuses for purposes of calculation of hourly wages and of overtime wages.

- 16.05 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 17

NAMED HOLIDAYS

- 17.01 The following days are recognized as Named Holidays:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day		

- 17.02 In addition to the above Named Holidays, Employees shall be provided with a "Wellness day" off with pay. To be eligible for the Wellness day off an Employee shall be employed by the Employer on or before June 30th of that calendar year. The Wellness Holiday shall be taken within the calendar year it is earned, at a time mutually agree upon by the Employee and the Employer.

- 17.03 To qualify for a Named Holiday with pay, an Employee must:

- (i) work her 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
- (ii) work on the holiday when scheduled.

- 17.04 Regular Full-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1.5X) the basic rate of pay, plus:

- (i) payment for such day at the basic rate of pay; or
- (ii) an alternate day off at a mutually agreed time.

- 17.05 When a paid holiday falls on a day that would otherwise be the Regular Full-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Article 17.04 (ii) above.

- 17.06 When a Named Holiday falls during a Regular Full-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period.

- 17.07 (a) Regular Part-time Employees required to work on a Named Holiday shall be paid at one and one-half times (1.5X) their basic rate of pay for all hours worked.

- (b) Regular Part-time, Employees shall be paid a premium equal to four point six percent (4.6%) of the Employee's basic rate of pay in lieu of the Named Holidays.

17.08 Notwithstanding the above, an Employee:

- (i) on layoff;
- (ii) in receipt of Workers' Compensation benefits;
- (iii) on an unpaid Leave of Absence;

Shall not be entitled to:

- (iv) A day off with pay; or
- (v) Payment in lieu thereof for the aforementioned paid holiday

ARTICLE 18

VACATION

18.01 Vacation Pay is earned on regular pay, statutory holiday pay and vacation pay earned between April 1st and March 31st.

18.02 All Full-time Employees shall be entitled to vacation according to the following schedule.

Period Worked	Paid Time Off	
First (1 st) and Second (2 nd) years of Employment	Seventy-five (75) hours	Four percent (4%) of regular earnings
Third (3 rd) through fifth (5 th) years of Employment	One hundred twelve point five (112.5) hours	Six percent (6%) of regular earnings
Sixth (6 th) through fourteen (14 th) years of Employment	One hundred fifty (150) hours	Eight percent (8%) of regular earnings
Fifteen (15 th) through seventeenth (17 th) years of Employment	One hundred eighty-seven point five (187.5) hours	Ten percent (10%) of regular earnings
Eighteen (18 th) and subsequent years of Employment	two hundred and twenty five (225) hours	Twelve percent (12%) of regular earnings

- 18.03 (a) Part-time Employee entitlement pro-rated based on their regular hours of work. Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:
- $$\begin{array}{ccccc} \text{Hours Worked} & \times & \text{The applicable \%} & = & \text{Number of hours of} \\ \text{as specified} & & \text{as outlined below} & & \text{paid vacation to be taken} \end{array}$$
- (i) During the first (1st) and second (2nd) four percent (4%); or
 - (ii) six percent (6%) during each of the third (3rd) through to fifth (5th) years of continuous Part-time employment; or
 - (iii) eight percent (8%) during each of the sixth (6th) through to fourteenth (14th) years of continuous Part-Time Employment; or
 - (iv) ten percent (10%) during the fifteenth (15th) through to seventeenth (17th) years of continuous Part-time employment
 - (v) twelve percent (12%) during the eighteenth (18th) and each subsequent year of continuous Part-time employment
- (b) Only those hours of work paid at the basic rate of pay and on a Statutory Holiday to a maximum of seven point five (7.5) hours will be recognized for the purposes of determining vacation pay for a Part-time employee.
- 18.04 Request for vacation time shall be given to Department Managers a minimum of two months in advance.
- 18.05 The employee cannot take more than two consecutive weeks earned vacation, without the prior approval of the Manager.
- 18.06 When vacation requests cannot be accommodated, consideration will be given to the staff member with the most seniority.
- 18.07 Employee requests for vacation in July and August shall be in writing to Department Managers by April 1st of each year.
- 18.08 Where Employees have submitted their requests for vacation within the time frame of February 1st to April 1st, vacation dates shall be allocated based on seniority in the work area, where it is operationally possible to do so. Requests for vacation, which are submitted after April 1st shall be dealt with on a first-come, first-serve basis.
- 18.09 Request for vacation during the Christmas and New Year's Holiday Season will be granted only under special circumstances.
- 18.10 Requests to use vacation 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.
- 18.11 (a) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days or thirty-seven point five (37.5) hours unless otherwise mutually agreed.

- (b) Vacation may be paid out when mutually agreed between the Employee and the Employer.

ARTICLE 19

EMPLOYMENT BENEFIT PLANS

19.01 Effective date of ratification, the Employer will implement the following Employee Benefit Plan (or equivalent) for Regular Full-time and Part-time Employees who are regularly scheduled to work fifteen (15) hours or more per week, for which participation is compulsory:

Original Plan Design

Basic Life	100% paid by Employee	<ul style="list-style-type: none"> • One times your annual earnings payable to assigned beneficiary • Non-Taxable benefit • Accidents and illness covered • Coverage is 24 hours/day and 365 days/year • Reduces to 50% at age 65 and is terminated at age 70
Dependent Life	100% paid by Employee	<ul style="list-style-type: none"> • Spouse \$5,000.00 • Child \$2,500.00 • Accidents and illnesses covered • Coverage is 24 hours/day and 365 days/year • No limitations or exclusions • Terminates at Employee's age 70
Accidental Death and Dismemberment	100% paid by Employee	<ul style="list-style-type: none"> • One additional times your annual earnings payable to assigned beneficiary • Partial benefits paid for loss or loss of use of limbs • Coverage is 24 hours/day and 365 days/year • Excludes self-inflicted, suicide, war, military personnel, flight member • Reduces to 50% at age 65 and is terminated at age 70
Health Benefits	50% paid by Employee	<ul style="list-style-type: none"> • Travel insurance including travel outside of Canada • Medication: • Assure card for payment directly to pharmacy included • No deductible

		<ul style="list-style-type: none"> • Termination of benefits at age 70
Dental	50% paid by Employee	<ul style="list-style-type: none"> • Taxable benefit (Premiums paid ½ by Employee, ½ by Employer) • No deductible • 80% coverage for preventive and basic treatments • Maximum reimbursement \$1,500 per calendar year • Termination of benefits at age 70

Where the benefits specified in Article 19.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the Policy or contracts entered into with the underwriters of the plan.

ARTICLE 20

SICK LEAVE

- 20.01 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 nor other Insurer; or for quarantine by a Medical Office of Health.
- 20.02 The Employer and Union do not condone the use of sick leave benefits for any reason other than legitimate illness.
- 20.03 Employees who have completed their probation period shall be allowed credit for sick leave from the date of employment of seven and one half (7.5) hours for every one hundred and sixty-five (165) hours worked to a maximum of ninety (90) hours.
- 20.04 Casual Employees do not qualify for sick leave credits.
- 20.05 When an Employee has accrued the maximum sick leave credits as defined above, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum, when she shall begin to accrue again.
- 20.06 The right to Sick Leave shall cease upon termination of employment.
- 20.07 Employees may be requested to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine in excess of one (1) day or when an Employee demonstrates a discernible pattern of frequent illnesses. Other than Employees placed upon a formal attendance management program by the Employer, when an Employee is required to provide a medical certificate or proof of illness they shall be advised prior to their return to work. Where the Employee must pay a cost for such proof, upon the production of a receipt for the cost, the full fee shall be reimbursed by the Employer.

- 20.08 Any Employee absenting herself on account of personal illness must notify the Employer, as soon as possible, on the first day of illness before the time he would normally report for duty, but in any event shall provide a minimum of three (3) hours notice. Failure to give adequate notice, unless such failure is unavoidable, may result Pin loss of Sick Leave.

ARTICLE 21

LEAVES OF ABSENCE

- 21.01 An Employee may be granted a Leave of Absence without pay for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the facility. Except in emergencies, written applications for Leave of Absence must be made at least fourteen (14) days in advance of such leave. Normally an Employee will be expected to take vacation time before a Leave of Absence is granted, except in emergency situations.
- 21.02 Where any Leave of Absence without pay exceeds four (4) or more consecutive weeks:
- (a) Credit for salary increases, vacation and cumulative sick leave will be suspended during the leave;
 - (b) Employees may elect to maintain coverage of contributory plans specified in the Employee Benefit Plans provided that the Employee makes prior arrangements to pay full premium costs to the Employer. Failure to remit the full payment required for benefit coverage shall result in the cancellation of coverage.
- Reinstatement in any and all plans shall be subject to the enrolment and other requirements of the Underwriter.
- 21.03 Employees who are on Leave of Absence will not engage in any gainful employment, unless approved by the Employer, with any other Employer while on such leave, and if an Employee does engage in gainful employment while on such Leave of Absence, the Employee will forfeit all seniority rights and privileges contained in this Agreement.
- 21.04 **Bereavement Leave**
- An Employee shall be granted three (3) consecutive working days Bereavement Leave without loss of salary, providing such leave is taken within a seven (7) consecutive day period, in the event of the death of the following relatives of the Employee (including common-law spouses): husband, wife, child, parent, father-in-law, mother-in-law, brother, sister, grandparent, son-in-law, daughter-in-law, grandchild or guardian.
- 21.05 The Employer may request the Employee to provide documentation verifying the leave.

21.06 Maternity Leave or Parental Leave

Maternity or Parental Leave shall be granted in keeping with the Alberta and Federal legislation and regulations.

21.07 Leave of Absence for Union Business

- (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 including Negotiations, 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 office of the Employer with as much advance notice as possible. Two (2) weeks advance notice will be provided except that in extenuating circumstances the time factor may be 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. 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.

21.08 Jury Duty

If an Employee is required to serve as juror in any court of law, the Employee shall not lose any pay because of such service provided that the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee will be required to attend court as a juror.

ARTICLE 22

LABOUR – MANAGEMENT COMMITTEE

22.01 The Parties agree to establish an active Labour/Management Committee in the facility.

- (a) The Committee shall be made up of management personnel and Union Representatives. One of the management personnel shall be the Administrator of the Facility and one of the Union Representatives shall be the Chair of AUPE Local 047/039.
- (b) The Committee shall keep minutes of its meetings and shall post them in the facility on designated bulletin board areas.
- (c) The Committee shall appoint from among themselves a Chairperson and a Recording Secretary with such positions rotating as agreed upon by the Committee.

- (d) The Committee shall arrange Labour/Management meetings by mutual agreement of the Parties.
- (e) Stewards serving on the Committee shall be paid at their hourly rate for meeting time outside their normal hours of work.
- (f) The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and standards of the Alberta Government regulations.
- (g) Any Employee or any non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.

ARTICLE 23

DISCIPLINE, WARNING, SUSPENSION AND TERMINATION

- 23.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 23.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a verbally communicated warning to the Employee. The Employee shall be advised that further infractions of a similar nature will result in a written disciplinary warning.
- 23.03 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee. A copy of the written warning shall be provided to the Employee and also placed on the Employee's Personnel File. Copies of all written warnings shall be forwarded to the Union Representative within five (5) days of issuance.
- 23.04 Employee's 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/Union Steward present if they so choose. Where the Employer has provided a minimum of twenty-four (24) hours notice of an investigation meeting, the investigation meeting shall not be unreasonably delayed due to unavailability of Union representation. Upon mutual agreement between the Union Steward and/or Union Representative and the Employer, the twenty-four (24) hours notice of the interview may be extended.
- 23.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. If an Employee refuses to sign the written notice of discipline, it will be placed on the Personnel File unsigned. An Employee may be accompanied by a representative of the Union during the disciplinary discussions.

- 23.06 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.
- 23.07 If an Employee has been subjected to disciplinary action, after twenty-four (24) months of continuous service from the date that the disciplinary action was invoked, the Employee's personnel file shall be considered to be purged of any record of the disciplinary action providing the Employee's file does not contain any further related record of disciplinary action during that twenty-four (24) month period.
- 23.08 An Employee absent for two (2) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides documentation and/or validation of the absence acceptable to the Employer.
- 23.09 No language in this Article prevents immediate suspension or dismissal for just cause.
- 23.10 By appointment made at least seven (7) working days in advance, an Employee may view her personnel file in the administration offices once each year or when the Employee has filed a grievance. An Employee shall be accompanied by an Employer designate and may be accompanied by a Union representative when viewing her personnel file.

ARTICLE 24

GRIEVANCE PROCEDURES

- 24.01 The parties to this Agreement recognize the Union Stewards and the AUPE Representatives as the agents through which Employees shall process their grievance.
- 24.02 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than ten (10) workdays after the subject of such grievance occurred.
- 24.03 If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement. At no time may an Employee or group of Employees file a grievance on behalf of another Employee.

24.04 Group Grievance

A Group Grievance is defined as a single grievance signed by a Steward and/or an AUPE Representative on behalf of a group of Employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The Grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration the matter shall be adjudicated as a group grievance.

24.05 Policy Grievance

A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer it can relate to the conduct of the Union, its representative or Steward. A policy grievance may be submitted by either party directly to Step 2 within ten (10) days of the date the aggrieved Party became aware of, or reasonably should have become aware of, the occurrence of the act causing the grievance. A Policy Grievance shall be signed by an AUPE Director of Labour Relations or designate. In the case of an Employer's Policy Grievance, the grievance shall be signed by the Administrator or his representative. The Party in receipt of the grievance must, within ten (10) days of receiving it, inform the other party of its decision. In the event the grievance is not resolved at this time, either Party may submit the grievance to arbitration within ten (10) days of receipt of the written decision.

24.06 Time Limits

The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays and Named Holidays and

In the event that the initiator of the grievance (the Employee and the Union in the case of an individual or group grievance, the Union in the case of a union initiated Policy Grievance, or the Employer in the case of an Employer initiated Policy grievance) fails follow the procedure and time limits established in this Article, the grievance shall be deemed to be abandoned unless the Parties have mutually agreed in writing to extend the time limits.

In the event the Employer fails to respond to a grievance initiated by an Employee or the Union within the time limits in this Article, The grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits

Step One and Two Grievance Procedures

24.07 A Steward shall be granted time off, without loss of wages, to assist an Employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The Steward must first obtain permission from their supervisor. Such permission will not be unreasonably withheld.

24.08 The hearing of grievances at any stage of the grievance procedure will be scheduled in advance to ensure all parties are available to attend at a mutually convenient time.

24.09

Step One:

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee must discuss the matter with her immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) days of the date when the Employee first became aware, or reasonably should have become aware of, the occurrence of the act causing the grievance.

In this first step, both parties shall make every effort in discussions to settle the dispute. If the dispute is not resolved at this step, within ten (10) days of the discussion with the supervisor, the Grievor will proceed to Step Two.

24.10

Step Two:

If the difference is not resolved satisfactory in discussions at Step One, it may become a grievance. The dispute shall be reduced to writing, setting forth:

- (i) The nature of the grievance and the circumstances out of which it arose;
- (ii) The remedy of correction required;
- (iii) The section or sections of the Agreement infringed upon, or claimed to have been violated.

The written grievance shall be submitted in this form to the Administrator or designate by the Union designate within twenty (20) days of the date when the Employee first became aware, or reasonably should have become aware, of the occurrence of the act causing the grievance. The Union and the Employer have the opportunity to meet at this time to discuss and review the grievance in a further attempt at resolution. Within ten (10) workdays of receipt of the written grievance, the Administrator or designate will provide the Grievor, and Union Representative with a copy of the Employer's written reply. If the grievance is not resolved at this step, then it shall be submitted to Mediation or Arbitration in accordance with Article 25, Mediation and Arbitration.

ARTICLE 25

MEDIATION AND ARBITRATION

25.01

A grievance not resolved at Step 2 may be referred to voluntary non-binding Mediation if both the Union and the Employer agree to do so, within ten (10) days of the date of the written decision at Step Two.

25.02

In the event the parties agree to engage the services of a sole mediator, it is understood that any recommendations (written or verbal) of the Mediator shall not be binding and will be on a "Without Prejudice" basis.

The parties agree that the Mediator shall:

- (a) Investigate the difference;
- (b) Define the issue in the difference;
- (c) Attempt to assist the Parties in resolving the grievance;
- (d) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Mediator.

25.03 If the parties fail to settle the grievance at Step two of the grievance procedure or voluntary non-binding Mediation, the grievance shall be referred to arbitration by the party requiring arbitration, within fourteen (14) days after receiving the decision given at Step Two of the grievance procedure; or within fourteen (14) days of the conclusion of Mediation.

25.04 The parties agree that the Arbitrators hearing the dispute shall be selected from a roster of agreed upon provincial Arbitrators and that a Board of Arbitration consisting of three (3) members of an Arbitration Panel, shall hear the dispute. The two parties shall each name their Nominee to the Arbitration Board within ten (10) days and each shall notify the other party of the name and address of its nominee. The two Nominees so appointed shall jointly select a Chair of the Arbitration Board. If they are unable to agree on the selection of a Chair within ten (10) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a Chair.

25.05 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as Chairman of an Arbitration Board.

25.06 The decision of the majority of the Arbitration Board will govern. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.

25.07 Notices of desire to arbitrate a dispute and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of the mailing shall be deemed to be the date of the service.

25.08 The Arbitration Board shall be governed by the following provisions:

- (a) shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any Employee or Employer affected by it;
- (b) shall determine its own procedures but shall give full opportunity to all Parties to present evidence and make representations;
- (c) Shall not have the power to alter or amend any of the provisions of this Agreement;
- (d) the Parties and the Arbitration Board shall have access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance only;

- (e) where the Arbitration Board is of the opinion that there is proper cause for disciplining an Employee but considers the penalty imposed too severe in view of the Employees' employment record and the circumstances surrounding the discharge or suspension, the Board may substitute a penalty which is, in its opinion, just and equitable
- 25.09 The Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Article dealing with grievance and arbitration procedures where it appears that the default was due to reliance upon words or conduct of the other party.
- 25.10 If both the Union and Employer are in mutual agreement, a sole Arbitrator or Mediator may be appointed to resolve the dispute.
- 25.11 Each of the parties shall pay one half (1/2) of the remuneration and expenses of the Arbitrator or sole Mediator/ Arbitrator.

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.
- (b) Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits. However an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for sick leave benefits under Article 22 Sick Leave, provided the Employee meets eligibility requirements for sick leave and has sick leave credits available.
 - (i) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB for all such leave pursuant to this Clause.
 - (ii) IF the WCB denies the claim, the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee's sick leave bank will be adjusted accordingly.
 - (iii) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee's sick leave bank will be adjusted accordingly.
 - (iv) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of her WCB claim, will receive payment directly from the WCB.

- (c) The Employer and the Union shall, with the Employee and the WCB, engage in a WCB funded "Return to Work" Program to enable the Employee to participate in a graduated return to the workplace. The Employee must first be certified medically and by the Workers' Compensation Board that he/she is fit to return to the workplace on a graduated return to work program.
- (d) The Employee shall keep the Employer informed of the initial prognosis and provide regular contact on a schedule set by the Employer and the Employee as to the expected date of return to work.

ARTICLE 27

SALARIES

- 27.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 27.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 27.03 Employees shall advance along the pay scale as set out in the Salaries Appendix upon completion of one thousand nine hundred and fifty (1950) hours paid at the Basic Rate of Pay at each step of the pay grade.

ARTICLE 28

TERMINATION OF EMPLOYMENT

- 28.01 An Employee, whenever possible, shall provide a minimum of one (1) months notice of termination of employment.
- 28.02 In any event, the Employee shall provide a minimum of fourteen (14) days notice of termination of employment.

ARTICLE 29

RETIREMENT SAVINGS PLAN

- 29.01 Regular Full-time and Regular Part-time Employees who work a minimum of fifteen (15) regularly scheduled hours per week will be eligible for:

Voluntary Registered Retirement Savings Pension Plan – two percent (2%) of annual earnings with matching Employer contribution).
- 29.02 The Employer agrees to match, to a maximum of two percent (2%) of the Employee's regular gross salary, an Employee's contribution to a voluntary Registered Retirement Savings Plan owned by the Employee. The Employer will make the Employee's and Employer's payments payable to the RRSP in the Employee's name. Upon request of the Employee:

- (i) The Employer will deduct a maximum amount equal to two percent (2%) of gross salary from each Employee's pay.

- 29.03 The implementation and operation of the Pension Plan referred to above, will at all times, be subjected to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts with the pension carrier. The Employer will make available to all Employees participating in these plans, copies of information brochures.
- 29.04 Regular Employees with greater than four hundred fifty (450) hours are eligible to enroll in the Retirement Savings Plan.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY

- 30.01 A Committee has been established to consider matters of Occupational Health and Safety and will have an established Terms of Reference and standard agenda to guide the meeting. Other Employee groups may also participate on the Committee.
- 30.02 The Committee shall meet monthly at a mutually acceptable hour and date.
- 30.03 The Committee shall be established and the Union shall have the right to designate up to three (3) bargaining unit representatives from different departments as members of the Committee.
- 30.04 The Committee shall keep minutes of its meetings and shall post them in the facility on designated bulleting board areas.
- 30.05 The Employer will pay the basic-rate of pay for such Employees for attending at the meeting if they are off duty on the day the meeting is scheduled.
- 30.06 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*.
- 30.07 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

ARTICLE 31

BULLETIN BOARDS

- 31.01 The Employer agrees to supply and make available to the Union for posting of seniority lists and Union notices, one (1) bulletin board in such place so as to inform all Employees in the bargaining unit of the activities of the Union. Bulletin Boards may be shared between other Union groups at the Facility.

ARTICLE 32

COPIES OF THE COLLECTIVE AGREEMENT

32.01 The Employer and the Union will each pay one half (0.5) 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 by the Union designate at the Union orientation.

The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop. The Collective Agreement shall have the AUPE and Hardisty Care Centre Partnership logo on the cover.

ARTICLE 33

TERMS OF EMPLOYMENT APPLICABLE TO TEMPORARY EMPLOYEES

Except as modified by Article 33 all provisions of this Collective Agreement shall apply to Temporary Employees.

- 33.01 (a) A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees except as modified by:
- (i) Article 10 Layoffs
 - (ii) Article 11: Job Postings and Vacancies
 - (iii) Article 17: Named Holidays
 - (iv) Article 18: Vacation
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) The Employer shall provide at least seven (7) calendar days written notice of termination of a Temporary position.
- (d) A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

33.02 **Layoffs (Article 10)**

The provisions of Article 10 shall not apply to a Temporary position.

33.03 Job Postings and Vacancies (Article 11)

Amend Article 11 to include:

During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a) such Employee shall be eligible to apply on postings of vacancies as described in Article 2.06 (a) .
- (b) such Employee shall not be eligible to apply on postings of vacancies described in Article 2.06 (c) , unless the position posted commences after the expiry date of the term for which the Employee was hired.

33.04 Named Holidays & Vacation (Article 17 & Article 18)

Amend Article 17 and Article 18 to read:

- (a) Temporary Employees required to work on a Named Holiday shall be paid at one and one-half (1.5) times their Basic Rate for all hours worked on the Paid Holiday.
- (b) Temporary Employees shall be paid, in addition to their Basic Rate of Pay, eight point six percent (8.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Temporary Employees shall be allowed up to two (2) weeks off, without pay for their vacation.

ARTICLE 34

TERMS OF EMPLOYMENT APPLICABLE TO CASUAL EMPLOYEES

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

34.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 (except 13.01, .02, .03, .04, .05, .06, .07, .08, .15, .16), 15, 16, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 35 and Schedule A shall apply to Casual Employees.

34.02 Seniority (Article 9)

Amend Article 9 to read:

Seniority does apply during Casual Employment for the purposes of scheduling issues. All hours worked by a Casual Employee will be credited toward a regular seniority date should the Employee become regular Full or Part-time.

34.03 Overtime (Article 14)

Amend Article 14.01 to read:

Casual Employees shall be paid overtime rates as provided in Article 14.01 for:

- (a) any time worked in excess of seven point five (7.5) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds the normal hours of work for a Full-time Employee in any two (2) week period.

34.04 Named Holidays and Vacation (Article 17 & Article 18)

Amend Article 17 and Article 18 to read:

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half (1.5) times their Basic Rate of Pay for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid, in addition to their Basic Rate of Pay, eight point six percent (8.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Casual Employees shall be allowed up to two (2) weeks off, without pay for their vacation.

34.05 Leaves of Absence (Article 21)

Amend Article 21.04 to read:

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave.

ARTICLE 35

INSERVICE PROGRAMS

- 35.01 The Parties to this Collective Agreement recognize the values of continuing in-service education for Employees, 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, development and maintenance of essential skills, and other programs which may be offered by the Employer.
- 35.02 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 earning for attending such programs.
- 35.03 The Employer shall provide a paid orientation for all new Employees.

SCHEDULE A

RATE OF PAY

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance								
Housekeeping/ Laundry	March 31/19	15.56	16.46	17.33	18.18	19.03		
	April 1/19	15.64	16.54	17.42	18.27	19.13		
	October 1/19	15.72	16.62	17.51	18.36	19.23		
	April 1/20	15.80	16.70	17.60	18.45	19.33		
	October 1/20	15.88	16.78	17.69	18.54	19.43		
Janitor	March 31/19	17.21	17.74	18.26	18.82	19.37		
	April 1/19	17.30	17.83	18.35	18.91	19.47		
	October 1/19	17.39	17.92	18.44	19.00	19.57		
	April 1/20	17.48	18.01	18.53	19.10	19.67		
	October 1/20	17.57	18.10	18.62	19.20	19.77		
Maintenance	March 31/19	25.23	25.99	26.77	27.56	28.39		
	April 1/19	25.36	26.12	26.90	27.70	28.53		
	October 1/19	25.49	26.25	27.03	27.84	28.67		
	April 1/20	25.62	26.38	27.17	27.98	28.81		
	October 1/20	25.75	26.51	27.31	28.12	28.95		
Food Services								
FDS Aide	March 31/19	15.39	16.27	17.18	18.06	19.02		
	April 1/19	15.47	16.35	17.27	18.15	19.12		
	October 1/19	15.55	16.43	17.36	18.24	19.22		
	April 1/20	15.63	16.51	17.45	18.33	19.32		
	October 1/20	15.71	16.59	17.54	18.42	19.42		
Cook Assistant	March 31/19	15.64	16.52	17.43	18.31	19.27		
	April 1/19	15.72	16.60	17.52	18.40	19.37		
	October 1/19	15.80	16.68	17.61	18.49	19.47		
	April 1/20	15.88	16.84	17.70	18.58	19.57		
	October 1/20	15.96	16.92	17.79	18.67	19.67		
Cook	March 31/19	19.08	19.90	20.41	20.92	21.52		
	April 1/19	19.18	20.00	20.51	21.02	21.63		
	October 1/19	19.28	20.10	20.61	21.13	21.74		
	April 1/20	19.38	20.20	20.71	21.24	21.85		
	October 1/20	19.48	20.30	20.83	21.35	21.96		
Recreation / Rehab								
Recreation Aides	March 31/19	16.52	17.39	18.32	19.31	20.17	22.39	23.05
	April 1/19	16.60	17.48	18.41	19.41	20.27	22.50	23.17
	October 1/19	16.68	17.57	18.50	19.51	20.37	22.61	23.29
	April 1/20	16.76	17.66	18.59	19.61	20.47	22.72	23.41
	October 1/20	16.84	17.75	18.68	19.71	20.57	22.83	23.53
Rehab Assistant	March 31/19	19.59	20.34	20.99	21.60	22.51	23.06	
	April 1/19	19.69	20.44	21.09	21.71	22.62	23.18	
	October 1/19	19.79	20.54	21.20	21.82	22.73	23.30	
	April 1/20	19.89	20.64	21.31	21.93	22.84	23.42	
	October 1/20	19.99	20.74	21.42	22.04	22.95	23.54	

Administration

Nursing Admin Clerk	March 31/19	25.15						
	April 1/19	25.28						
	October 1/19	25.41						
	April 1/20	25.54						
	October 1/20	25.67						
Unit Clerk	March 31/19	17.82	18.77	19.78	20.90	22.02	22.62	23.29
	April 1/19	17.91	18.86	19.88	21.00	22.13	22.73	23.41
	October 1/19	18.00	18.95	19.98	21.11	22.24	22.84	23.53
	April 1/20	18.09	19.04	20.08	21.22	22.35	22.95	23.65
	October 1/20	18.18	19.14	20.18	21.33	22.46	23.06	23.77

SALARIES SCHEDULES INCREASES

Effective Date

- April 1, 2019 Increase each rate of pay in the salary schedule by point five percent (0.5%) above 2018 rates of pay and;
- October 1, 2019 Increase each rate of pay in the salary schedule by point five percent (0.5%) above April 1, 2019 rates of pay and;
- April 1, 2020 Increase each rate of pay in the salary schedule by point five percent (0.5%) above October 1, 2019 rates of pay and;
- October 1, 2020 Increase each rate of pay in the salary schedule by point five percent (0.5%) above April 1, 2020 rates of pay and;

Effective April 1, 2019, all payments shall be retroactive on all hours paid and made to Employees within 90 days of ratification by separate pay transaction.

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

Signed this 6th day of March, 2020.


ON BEHALF OF HARDISTY CARE CENTRE

Mupicki- Signed this 13th day of March 2020

WITNESS 

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES




WITNESS