



# Collective Agreement

Between

Clifton Manor

(A Division of the Brenda Strafford Foundation Ltd.)

And

Alberta Union Of Provincial Employees  
On Behalf of Local 048 Chapter 017

Expiry: March 31, 2019

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THIS COLLECTIVE AGREEMENT entered into this 9th day of June 2017

BETWEEN:

The Brenda Strafford Foundation Ltd.

(hereinafter called the "Employer")

Party of the First Part

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the "Union")

Party of the Second Part

#### PREAMBLE

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the Employees covered by the terms of this Collective Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE: The Union and the Employer mutually agree as follows:

IF ANY PROVISION, terms or conditions of this Collective Agreement is now or hereafter becomes illegal, this Collective Agreement shall nevertheless remain in full force and effect as to all the remaining provisions, terms and conditions contained herein, but such illegal or unenforceable provision, term or condition shall for all purposes be regarded as eliminated;

TIME shall be of the essence of this Collective Agreement;

THIS COLLECTIVE AGREEMENT shall be construed in accordance with the laws of the Province of Alberta and no legal action or other proceedings shall be brought to construe or enforce this Collective Agreement except in those Courts having Jurisdiction in the Province of Alberta;

THE EMPLOYER RECOGNIZES the Union as the sole agency for the purposes of the collective bargaining for the Health Care Aides and Licensed Practical Nurses when employed by the Employer, the Brenda Strafford Foundation Ltd. as set forth in Certificate No. 8-2011 issued by the Alberta Labour Relations Board (described as all employees of Clifton Manor at 4726- 8<sup>th</sup> Avenue SE, Calgary when employed in auxiliary nursing care)

In addition to the established occupations of Health Care Aide and Licensed Practical Nurse, occupations/job titles subject to voluntary recognition by the Employer for inclusion in the bargaining unit, as of the date recognized for voluntary certification, August 23, 2005: Certified Therapy Aide, Certified Recreation Aide, Receptionist, Certified Unit Clerk, Uncertified Unit Clerk, Uncertified Recreation Assistant and Uncertified Therapy Assistant.

## **ARTICLE 1**

### **TERM OF COLLECTIVE AGREEMENT**

- 1.01 This Collective Agreement shall remain in effect for a period of four (4) years from April 1, 2015 to March 31, 2019.
- 1.02 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their respective principles of the terms of this Collective Agreement up to and including March 31, 2019 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration of its desire to amend this Collective Agreement.
- 1.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until the new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta Labour Relations Code have been met.
- 1.04 The Parties hereto acknowledge that this Collective Agreement constitutes a valid and accurate representation of the terms and conditions of employment as agreed upon and that further such Collective Agreements may be varied in writing at any time upon mutual agreement between the Parties.
- 1.05 The Parties hereto agree that any notice given or to be served pursuant to this Collective Agreement shall be deemed served by personal delivery to an officer of either Party.

## **ARTICLE 2**

### **UNION-MANAGEMENT COMMITTEE**

- 2.01 The Parties recognize the benefits, which can be derived from a Union Management Committee. A Union/Management Committee shall be established to deal with matters of mutual concern and will meet for up to 2 hours, once every quarter. It is recognized that the purpose of the Committee is to promote joint problem solving and will adopt Terms of Reference, which will be reviewed annually to maintain relevancy.
- 2.02 The Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation. The Committee shall not supercede the activities of any other Committee of the Employer.
- 2.03 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and three (3) Union Members. It is understood that the Employees who represent the Chapter on the Committee will be employed at the facility.

- 2.04 The Committee will be Chaired by a union member who will have the responsibility to prepare and circulate a tentative agenda prior to the meeting. Minutes of each meeting will be kept by the Chair and once approved by both Parties they will be posted on the Union bulletin board.
- 2.05 Committee members shall not suffer any loss of pay for time spent at such Union/Management Committee meeting.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 3.01 The Employer retains all rights not otherwise abrogated or restricted by this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter and enforce rules, regulations, directives, policies, procedures, and to apply conditions of employment which shall become effective when posted. The Employer shall also have the sole, absolute and exclusive right to impose appropriate discipline for the violation of these rules, regulations, directives, policies, procedures and conditions of employment;
  - (b) direct the work force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit or classification will be continued or declared redundant;
  - (c) hire, promote, transfer or lay-off and recall Employees;
  - (d) demote, discipline, suspend or discharge an Employee for just cause.

### **ARTICLE 4**

#### **NO DISCRIMINATION**

- 4.01 The Employer and the Union agree to abide by the *Human Rights, Citizenship and Multiculturalism Act* as amended. It is agreed there will be no discrimination restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual preference, 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, physical disability, place of origin, marital status or ancestry. For the purposes of this Article, the Parties agree that the defenses and definitions of the aforementioned *Act* are applicable.
- 4.02 The foregoing does not apply with respect to *bona fide* occupational requirement.

### **ARTICLE 5**

#### **UNION MEMBERSHIP AND PAYMENT OF DUES**

- 5.01 Membership in the Union is voluntary.

- 5.02 The Employer will, as a condition of employment, deduct from the Basic Salary of each Employee covered by this Collective Agreement dues as determined by the Union.
- 5.03 Deductions of the dues for all Employees shall commence with the first pay period of employment.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.05 (a) The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the twenty-eighth (28th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- (b) Particulars, identifying each Employee in a printed form, or magnetic disc or tape file showing the Employee name, Employee number, current deduction on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.

## **ARTICLE 6**

### **DEFINITION OF EMPLOYEES**

- 6.01 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 will be determined in accordance with the following:
- (a) A "Regular Employee" is one who is hired to work on a Full-time or Part-time basis on a regularly scheduled shift of a continuing nature:
- (i) a "Full-time Employee" is one who is hired to work regularly scheduled shifts, whose hours of work are the full hours specified in Article 8 - Hours of Work of this Collective Agreement;
- (ii) a "Part-time Employee" is one who is hired to work regularly scheduled shifts, whose hours of work are less than those specified in Article 8 - Hours of Work of this Collective Agreement.
- (b) "Casual Employee" is one who:
- (i) is hired to work on a call-in basis and is not regularly scheduled; or
- (ii) is hired to work on a regularly scheduled basis for a period of three (3) months or less for a specific job; or
- (iii) is hired to work on a regularly scheduled basis for a period of three (3) months or less to relieve for an approved leave of absences; and,

- (iv) does not accumulate seniority and is not entitled to any benefits except those required by the *Employment Standards Code* or specified in other Articles of the Collective Agreement.
- (c) A "Temporary Employee" is one who is hired to work on a temporary basis for a Full-time or Part-time position for:
  - (i) a specific job of more than three (3) months but less than twelve (12) months duration; or
  - (ii) replacement of a Full or Part-time Employee who is on an approved Leave of Absence for a period of more than three (3) months; or
  - (iii) replacement of a Full 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;
  - (iv) does not accumulate seniority; and
  - (v) shall be eligible to apply for any vacancies posted during the term of the temporary assignment.

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

## ARTICLE 7

### PROBATIONARY PERIOD AND PROBATIONARY EMPLOYEE

- 7.01 A newly hired Employee (other than a Licensed Practice Nurse) shall serve a probationary period of four hundred and eighty-seven point five (487.5) hours worked, exclusive of overtime hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional four hundred and eighty-seven point five (487.5) hours worked, exclusive of overtime hours worked.
- 7.02 A newly hired Licensed Practice Nurse shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked.
- 7.03 During the probationary period, the Employee may be terminated by the Employer for any reason, without:
  - (a) notice, and
  - (b) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*) and shall not have recourse to the Grievance Procedure set out in this Collective Agreement or the *Code*, with respect to such termination.

## ARTICLE 8

### IN-SERVICE EDUCATION PROGRAMS

- 8.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in those classifications covered by this Collective Agreement, and that the responsibility for such continuing in-service education lies not only with the Employee but also with the Employer. For purposes of this Collective Agreement, "In-Service Education" includes the following: on-unit orientation; the acquisition and maintenance of essential skills; and, other programs, which may be offered by the Employer.
- 8.02 Orientation to the unit for new Employees shall be carried out by Regular Full-time or Regular Part-time Employees presently employed on the unit.
- 8.03 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees. Compulsory in-service education programs shall be attended while the Employee is on duty and the Employee shall be paid for such sessions at their regular rate of pay for the full session. The following in-service education sessions shall be provided to the Employee on an annual basis:
- (a) fire and other emergency procedures;
  - (b) Lifting and Transferring Program;
  - (c) WHMIS;
  - (d) first aid choking;
  - (e) Protection for Persons in Care.
- 8.04 The Employer shall have the right to make available other in-service education programs as deemed appropriate for the purposes of maintaining proficiency.
- 8.05 Employees who, with prior approval of their Supervisor, attend in-service programs which are not identified as compulsory by the Employer, shall suffer no loss of regular earnings for attending such programs.
- 8.06 The Employer shall provide Regular Full-time and Regular Part-time Employees with a paid day off, on annual basis, to attend an education program that the Employee and the Employer agree is mutually beneficial. The Employee shall submit their request to attend such education programs two (2) weeks in advance of the program. The request shall be submitted in writing. The Employee shall be paid at their regular rate of pay and for the regular number of hours for which they are scheduled to work for one (1) day.

## ARTICLE 9

### HOURS OF WORK

- 9.01 Work Schedule for Employees, including Casual and Temporary, working a regular workday:
- (a) (i) maximum daily hours of work - seven and one-half (7 1/2) for all occupational classifications except Licensed Practical Nurse;

- (ii) maximum daily hours of work for Licensed Practical Nurse shall be seven and three quarters (7 3/4) hours.
- (b) "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- (c) maximum days of work before scheduled days of rest - six (6);
- (d)
  - (i) hours per week averaged over one (1) complete cycle of the shift schedule for all occupational classifications, except Licensed Practical Nurse shall be thirty-seven and one-half (37 1/2);
  - (ii) hours of work per work week averaged over one (1) complete cycle of shift schedule for Licensed Practical Nurse shall be thirty-eight and three-quarters (38 3/4) hours
- (e) minimum consecutive days of rest - one (1);
- (f) hours off duty between shift changes - fifteen (15).

9.02 Employees, including Casual and Temporary, shall be allowed:

- (a) one (1) paid fifteen (15) minute rest period for each shift of four (4) hours.
- (b) two (2) paid fifteen (15) minute or one (1) paid thirty (30) minute rest period for each shift of seven (7) hours or more;
- (c) one (1) unpaid thirty (30) minute meal break for each shift in excess of five (5) hours.

9.03 The Employer shall post shift schedules two (2) weeks in advance of their effective date.

9.04 Unless mutually agreed otherwise, Employees shall receive two (2) weekends off in a five (5) week shift cycle.

9.05 In order to allow Regular Part-time and Casual Employees access to work additional shifts that become available due to illness or other causes, the Employer shall establish an "Availability Calendar" to which Regular Part-time and Casual Employees may submit their names. The blank "Availability Calendar" will be readily available from the Unit Clerk scheduler.

9.06 Casual Employees may work seven (7) days before a scheduled day of rest provided that their bi-weekly hours do not exceed seventy-five (75) in a pay period.

9.07 In the event that the Employer is unable to get replacement staff, for vacancies due to illness or other causes, from firstly the Regular Part-time Employees Availability Calendar; or secondly from the Casual Employees Availability Calendar; the Employer shall:

- (a) where practicable, attempt to fill such vacancies with other Employees covered by this Collective Agreement who may wish to work extra shifts; and then,

- (b) fill such vacancies from external employment agencies.
- 9.08 Except for Casual Employees, once a schedule has been posted, no changes shall be made to the schedule by either the Employer or the Employee without mutual agreement.
- 9.09 On the day fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction on one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 9.10 In the event that an Employee wishes to trade shifts with another Employee, the Employee seeking to trade a shift, will submit their request to the Unit Manager. The provisions of Clause 9.01, Sub-Clause (f), hours off duty between shift changes - fifteen (15), shall be waived by the mutual consent of the Employees involved and the Employer. The Employees shall not be entitled to the payment of overtime for the hours worked during traded shifts.
- 9.11 Notwithstanding the provisions of this Article, in the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.

## **ARTICLE 10**

### **OVERTIME**

- 10.01 Hours authorized by the Employer and worked by the Employee which are in excess of:
  - (a) seven and one-half (7 1/2) hours for all occupational classifications except Licensed Practical Nurse or;
  - (b) seven and three-quarters (7 3/4) hours for Licensed Practical Nurse;in any one (1) shift shall be paid at the overtime rate of set out in Clause 10.03 of this Collective Agreement.
- 10.02 It is the right of the Employer to determine when overtime is necessary and the length of time it is required. When an Employee works overtime they shall enter the amount of overtime worked in the "overtime" section of the computer screen and the reason the overtime was worked in the "comment" section of the computer screen when they "punch-out" at the end of their shift.
- 10.03 Overtime shall be paid at the rate of two times (2X) the Employee's regular rate of pay. The Employee may choose equivalent time off, instead of payment, at a time mutually established with the Employer. Payment at the overtime rate will cease and the Employee's regular rate of pay will apply at the start of the Employee's next regularly scheduled shift.

- 10.04 If an Employee is called back to work by the Director of Care, or her designate, after completing her regular shift or on her regularly scheduled day of rest, the Employee shall be paid for a minimum of three (3) hours or for the actual hours worked if they exceed three (3) hours, at the overtime rate of pay set out in Clause 9.03 of this Collective Agreement.
- 10.05 If the Employee is called in for a shift on short notice or after the shift has begun, the Employee shall receive pay for the full shift even though they are unable to start the shift at the scheduled beginning of the shift, provided that the length of time between being called for the shift and reporting for duty does not exceed one (1) hour.
- 10.06 If an Employee is required to work overtime in excess of three (3) hours past the Employee's first straight-time shift-ending time, the Employee will be provided with a meal at no cost.

## **ARTICLE 11**

### **SICK TIME**

- 11.01 An Employee's sick time entitlement is earned at one (1) day per month to a total accrual of twelve (12) days in each year from April first (1<sup>st</sup>) to March thirty-first (31<sup>st</sup>). Regular Part-time Employees' sick time entitlement shall be calculated on a pro-rata basis based on the number of hours the Employee worked in the pay period. Sick time remaining unused at the end of the year shall be carried forward into the next year to a maximum accrual of one hundred and twenty (120) days.
- 11.02 Sick time shall be paid only if the Employee has sick time accrued. Sick time taken in excess of what the Employee has accrued shall not be paid and shall not be held to be paid out of future sick time entitlements.
- 11.03 Sick time taken during a new Employee's probationary period shall not be paid until said Employee has completed her probationary period and then it shall be paid only to the extent of the sick time earned and accrued during that period.
- 11.04 The Employer has the right to question sick time claimed. Employees who make regular use of sick time shall have their attendance monitored by the Employer and may request, at no cost to the Employee, that a Doctor's note be provided upon return to work or attend the Employer's medical consultant to determine whether or not the Employee is able to undertake the full duties and responsibilities of their position.
- 11.05 If an Employee is going to be absent from work due to illness, she shall notify the Employer two (2) hours prior to the commencement of a day shift and three (3) hours prior to the commencement of her evening/night shift if possible.
- 11.06 Sick time entitlement shall not be earned by an Employee who is off work and receiving benefits from the Workers' Compensation Board, Unemployment Insurance, Short Term Disability Insurance or Long Term Disability Insurance.
- 11.07 An incentive for perfect attendance by Employees is offered by the Employer to all Regular Full-time and Regular Part-time Employees as follows:

- (a) If an Employee works for twelve (12) consecutive months, from January 1 to December thirty-first (31<sup>st</sup>), without being absent from work for any reason the Employee shall earn three (3) days off with pay or three (3) days pay in lieu of the time off. The amount of time off or payment in lieu of time off earned by a Regular Part-time Employee shall be calculated on a pro-rata basis based on the number of hours the Employee worked in the consecutive twelve (12) month period.

- 11.08 If an Employee requires time off for the purpose of attending to a family illness, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave to a maximum of three (3) days per calendar year. Employees may be required to submit satisfactory proof of such illness.
- 11.09 When a Regular Employee receives a referral for an appointment with a Canadian Physician practicing in a medical specialty, or an appointment for a second medical opinion or examination, the Employee may utilize sick leave credits where the time required for attendance at the appointment conflicts with the Employee's normal work schedule.

## **ARTICLE 12**

### **NAMED HOLIDAYS**

- 12.01 Regular Full-time Employees shall be paid for the following as Named Holidays:
  - (a) New Year's Day;
  - (b) Family Day;
  - (c) Good Friday;
  - (d) Victoria Day;
  - (e) Canada Day;
  - (f) August Civic Holiday;
  - (g) Labour Day;
  - (h) Thanksgiving Day;
  - (i) Remembrance Day;
  - (j) Christmas Day; and
  - (k) Boxing Day.

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

- 12.02 To qualify for a Named Holiday with pay an Employee must:
  - (a) work for the Employer for a total of thirty (30) days in the twelve (12) months preceding the holiday;
  - (b) work her scheduled shift immediately preceding and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;

- (c) work on the holiday when scheduled or required to do so.
- 12.03 An Employee will not qualify for a Named Holiday with pay if:
  - (a) the Employee is on an unpaid leave of absence;
  - (b) the Employee is receiving benefits from the Workers' Compensation Board, Unemployment Insurance, Short Term Disability or Long Term Disability Insurance.
- 12.04 If a Named Holiday falls on a day that would, but for the holiday, have been a working day for the Employee and the Employee is not required to work, the Employer shall pay the Employee for that day at their regular rate of pay.
- 12.05 If a Named Holiday falls on a day that would, but for the holiday, have been a working day for the Employee and the Employee is required to work, the Employer shall:
  - (a) pay the Employee at the rate of two times (2X) times their regular rate of pay for all hours worked on that day;
  - (b) an alternate day off at a mutually agreeable time;
  - (c) failing mutual agreement on an alternate day off within thirty-one (31) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- 12.06 If a Named Holiday falls within an Employee's annual vacation and the holiday is one to which the Employee would have been entitled if they had not been on vacation, the Employer shall:
  - (a) grant the Employee an additional day off with pay, which may be added to the Employee's annual vacation;
  - (b) grant the Employee an additional day off at a mutually agreeable time;
  - (c) failing mutual agreement on an alternate day off within thirty-one (31) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- 12.07 Regular Part-time, Casual and Temporary Employees shall be paid, in addition to their regular earnings, an amount equal to four point two (4.2%) percent of their regular earnings in lieu of Named Holidays on each pay day.
- 12.08 If a Regular Part-time, Casual or Temporary Employee is required to work on a Named Holiday, the Employer shall pay the Employee at the rate of two times (2X) times their regular rate of pay for all hours worked on that holiday.

## **ARTICLE 13**

### **WAGES**

- 13.01 The Employer and the Union agree that there shall be attached to this Collective Agreement, Schedule "A" which shall set forth, in detail, the classification and wages of all Employees covered by this Collective Agreement.
- 13.02 The Employer agrees to pay Employees on a bi-weekly basis.

- 13.03 Subject to Clause 13.04, when an Employee is short pay less than four (4) hours, adjustment will be made on the following pay. When an Employee is short pay four (4) hours or more pay, a cheque will be issued within three (3) working days of an Employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturday, Sunday and Named Holidays.
- 13.04 Notwithstanding Clause 13.03 above; when the investigation shows the short payment is the result of employee error, then the short pay will be corrected in the next pay period.
- 13.05 In the case of undue hardship for an employee the employer will make every reasonable effort to make the correction as soon as possible.

#### **ARTICLE 14**

##### **ANNUAL VACATIONS**

- 14.01 (a) The vacation year during which earned vacation shall be scheduled is the twelve (12) month period commencing April 1st in each calendar year and concluding on March thirty-first (31<sup>st</sup>) of the following calendar year. Vacation will be granted on the basis of an equally rotating schedule if required and in the event that all vacation requests have not been received by the Employer by April 1st, vacation times shall be assigned by the Employer. It is agreed and understood that the Employer has the sole, absolute and exclusive right to limit the number of Employees who may be away on vacation at any one time.
- (b) When a dispute arises regarding the preference for time of vacation the seniority within each classification shall be the determining factor in granting vacation.
- 14.02 The Employer shall post a vacation (summer) work schedule by May fifteenth (15<sup>th</sup>) of each year.
- 14.03 An Employee who commences employment with the Employer during the vacation year from April first (1<sup>st</sup>) to March thirty-first (31<sup>st</sup>) shall have their vacation entitlement for that year calculated on the basis of the length of their service with the Employer from their length of service with the Employer from their start date to March thirty-first (31<sup>st</sup>).
- 14.04 After each year of employment with the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the following year at the rate at which the entitlement was earned, as follows:
- (a) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of employment an Employee earns fifteen (15) work days;
- (b) during the third (3<sup>rd</sup>) to twelfth (12<sup>th</sup>) year of employment an Employee earns twenty (20) work days;
- (c) during the thirteenth (13<sup>th</sup>) to twenty-second (22<sup>nd</sup>) year of employment an Employee earns twenty-five (25) work days;
- (d) during the twenty-third (23<sup>rd</sup>) and subsequent years of employment an Employee earns thirty (30) work days.

- (e) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay, to be taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date.
- 14.05 (a) Employees shall have seniority considered when granted their choice of vacation periods during the vacation year, but the right to allot vacation periods is reserved by the Employer in order to ensure operational efficiency.
- The Employer shall make every reasonable effort to grant a permanent full-time Employee, upon request, at least fifteen (15) working days of annual vacation entitlement during the period between June first (1<sup>st</sup>) and September thirtieth (30<sup>th</sup>) inclusive.
- The Employer shall make every reasonable effort to grant a permanent part-time Employee, upon request, at least two (2) calendar weeks of annual vacation entitlement during the period between June first (1<sup>st</sup>) and September thirtieth (30<sup>th</sup>) inclusive.
- (b) When requested in writing by the Employee and subject to prior approval by the Employer, five (5) workdays of the Employee's annual vacation time may be taken in increments of one (1) day at a time, subject to operational requirements.
  - (c) Provided a Permanent Full Time Employee or a Permanent Part Time Employee has taken a minimum of two (2) calendar weeks of their annual vacation entitlement in a vacation year, on written request by the Employee and subject to approval by the Employer, unused vacation time may be carried over into the succeeding vacation year, to a maximum of ten (10) days. The carry over provision is limited to once in a three (3) continuous calendar-year period. Earned vacation surplus in excess of the ten (10) day carry-over provision shall be paid out by the Employer at the Employee's basic rate of pay, at the end of each vacation year.
- 14.06 Earned vacation time must be taken as paid time off. It will not be paid out.
- 14.07 Earned vacation time may not be carried over from one vacation year to the next without the Administrator's permission.
- 14.08 Advances for vacation pay shall be issued on a regular payday with ten (10) days written notice of request.
- 14.09 When an Employee terminates they shall be paid all vacation time earned but unpaid up to and including the date of termination.
- 14.10 Casual and Temporary Employees shall be paid, in addition to their regular earnings, a sum equal to their earned vacation entitlement according to the following formula on each pay day:
- (a) six percent (6%) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) employment years;

- (b) eight percent (8%) during the third (3<sup>rd</sup>) to twelfth(12<sup>th</sup>) employment years;
- (c) ten percent (10%) during the thirteenth (13<sup>th</sup>) to twenty-second (22<sup>nd</sup>) employment years;
- (d) twelve percent (12%) during the twenty-third (23<sup>rd</sup>) and subsequent employment years.

**ARTICLE 15**

**SENIORITY**

- 15.01 (a) The Regular Employee's seniority date shall be the date on which a Regular or Temporary Employee's continuous service in the Centre's employ commenced within the in the Bargaining Unit classifications, including prior periods of service as Casual, Temporary or Regular Employee contiguous to present Regular or Temporary employment. For the purpose of calculating prior periods of service, hours worked will be pro-rated with one thousand nine hundred and fifty (1,950) hours equaling one (1) year service
- (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 Sub-Clause 15.01(a).
- 15.02 Seniority shall be considered in determining:
  - (a) preference of vacation time in Article 14 - Annual Vacations;
  - (b) layoffs and recalls;
  - (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 16 - Promotions, Transfers and Vacancies;
  - (d) the selection of available rotations by Employees due to the introduction of a new master rotation.
- 15.03 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 expiry of six (6) months following the date of layoff, if during which time the Employee has not been recalled to work;
  - (c) if an Employee does not return to work on recall.

- 15.04 Within three (3) months of the signing date of this Collective Agreement the Employer will post on the bulletin board a seniority list containing the name, classification and seniority date of each Regular and Temporary Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority list will be provided to the Chapter Chair following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 15.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

## ARTICLE 16

### PROMOTIONS, TRANSFERS AND VACANCIES

- 16.01 When job vacancies occur or when filling new positions, the Employer shall post said vacancies and new positions on the bulletin board for a period of seven (7) days in advance of making an appointment.
- 16.02 When circumstances require the Employer to fill a vacancy or new position before the expiration of the seven (7) day period, the appointment shall be made on a temporary relief basis only.
- 16.03 Vacancies shall be filled, whenever possible, from within the Bargaining Unit and all current Employees applying for a vacant or new position shall receive an interview and be advised by the Employer of the successful applicant when the competition is closed.
- 16.04 In making promotions or transfers or when filling vacancies, the determining factors shall be the most requisite job related skills, knowledge, efficiency, experience, and other relevant factors (i.e. attendance, performance) are considered, and where in the judgment of the Employer, the factors are considered equal, seniority or Casual's accumulated hours worked shall be the deciding factor.
- 16.05 Employees promoted or who transfers or is transferred to another position in the bargaining unit shall serve a trial period of up to three hundred and ten (310) hours worked in the new position. During the trial period the Employee may either:
- (a) return to the Employee's former position at the Employee's request; or
  - (b) be returned to the Employee's former position;
- but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with his abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion or transfer.

16.06 A Regular Employee who applies for and is successful in obtaining 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.

## ARTICLE 17

### LAYOFF AND RECALL

17.01 It is the exclusive right of the Employer to:

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

17.02

- (a) The parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the parties agree upon.
- (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity, or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff.
- (c) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (d) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The Employee, through consultation with the Employer, shall indicate a preference of positions for which she has the requisite skill, training and knowledge to perform the work by selecting a position in the same classification and status which are vacant or, by selecting to displace an Employee with less seniority in the same classification. Following consultation with the Employer, the Employer shall place her in a position within the same classification where operational requirements permit in the same status for which she has the requisite skills, training and knowledge to perform the work.

- (e) Where there are no positions of any status in the same classification as the Employee's current position, the Employer may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in a lower pay grid.

17.03 Employees who either:

- (a) refuse an offer by the Employer of alternate work; or
- (b) lack the required competency and seniority to displace another incumbent within her particular classification shall be provided with not less than fourteen (14) calendar days notice specifying the date on which she will be laid off.

17.04 (a) All regular and temporary vacancies shall be posted. Casual Employees and external applicants are not eligible for hire while regular Employees remain on layoff.

- (b) No new regular or temporary Employees will be hired in classifications where there are other Employees in that classification who possess the requisite skills, training, knowledge and ability for the available job, who are on layoff.

17.05 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or in the expiry of twelve (12) months from date of the layoff, whichever comes first.

17.06 When increasing the workforce, Employees shall be recalled in order of their seniority, provided they possess the requisite skills, training, knowledge and ability to perform the work.

17.07 An Employee who is laid off shall make prior arrangements to pay the full premium of prepaid health benefits to assure continuation if such protection is so desired. Such arrangements shall continue so long as the Employee has rights to recall.

17.08 The operation of this Article, including revision of shift schedules caused by layoffs or displacement, shall not constitute a violation of the terms of this Collective Agreement.

17.09 Employees who have had their regular hours of work reduced through the application of this Article, shall indicate in writing their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This offer of casual shifts shall expire twelve (12) months from the date the Employee is reduced in hours or laid off.

## **ARTICLE 18**

### **MATERNITY LEAVE**

18.01 An Employee who has been employed with the Employer for a continuous period of at least twelve (12) months is entitled to Maternity Leave of up to twelve (12) months without pay and benefits and without loss of seniority by providing at least six (6) weeks written notice.

- 18.02 The Employee shall obtain and submit to the Employer a certificate from a physician certifying her pregnancy and the approximate date of confirmation.
- 18.03 Under extenuating circumstances affecting the health of the Employee and/or unborn child, the Employee may start her maternity leave without notice and without a loss of seniority.
- 18.04 The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from Maternity Leave. The Employer shall reinstate the Employee in the same position held by her immediately prior to taking leave, or if such is not possible, provide her with alternate work of a comparable nature.
- 18.05 When an Employee on Maternity Leave is unable to return to work at the expiration of the twelve (12) month period by reason of medical conditions arising from the pregnancy or pertaining to the newborn infant, she shall be granted a further period of Maternity Leave of not more than three (3) months without pay and benefits and without loss of seniority if she provides the Employer with a certificate from a physician certifying her or the infant's medical condition and stating that she is unable to return to work at that time.
- 18.06 **PATERNITY LEAVE**
- A father-to-be who has completed twelve (12) months continuous employment shall upon his six (6) week written notice, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed six (6) months.
- 18.07 The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from Paternity Leave. The Employer shall reinstate the Employee in the same position held by him immediately prior to taking leave, or if such is not possible, provide him with alternate work of a comparable nature.

## **ARTICLE 19**

### **ADOPTION LEAVE**

- 19.01 An Employee who has been employed with the Employer for a continuous period of at least twelve (12) months is entitled to Adoption Leave of up to six (6) months without pay and benefits and without loss of seniority.
- 19.02 The Employee may commence Adoption Leave upon one (1) day's written notice provided the application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- 19.03 The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from Adoption Leave. The Employer shall reinstate the Employee in the same position held by her immediately prior to taking leave, or if such is not possible, provide her with alternate work of a comparable nature.

19.04 Any extension to the Adoption Leave shall be granted pursuant to the provisions of Article 22 - Leaves of Absence - General, of this Collective Agreement.

## **ARTICLE 20**

### **BEREAVEMENT LEAVE**

20.01 Upon request an Employee shall, within a seven (7) day period commencing on the date of death be granted four (4) work days off with pay in the event of a death within her immediate family. Immediate family shall be defined as spouse, common-law spouse, (including same sex spouse), parent, brother, sister, child, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, grandparent, grandchild or legal guardian. If the funeral is over three hundred (300) kilometers from Calgary, and the Employee attends the funeral, the Employee shall be granted two (2) additional working days off with pay for travel.

20.02 In the event of the death of another relative, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

20.03 Bereavement leave with pay shall be calculated at the Employee's regular rate of pay and for the number of regular hours the Employee would have been scheduled to work.

20.04 An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.

20.05 An Employee who while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Employer and the Employee

20.06 Any extension to the bereavement leave shall be granted pursuant to the provisions of Article 22 - Leaves of Absence - General, of this Collective Agreement

## **ARTICLE 21**

### **JURY DUTY**

21.01 An Employee summoned to jury duty or subpoenaed as a witness shall be paid for such duty service time off at her regular rate of pay and for the number of regular hours the Employee would have been scheduled to work. Any money paid to the Employee by the courts for such service duty shall be turned over to the Employer.

## **ARTICLE 22**

### **LEAVES OF ABSENCE - GENERAL**

22.01 All leaves of absence shall be granted without pay and without loss of seniority.

22.02 All leaves of absence exceeding one (1) month shall be granted without pay and benefits and without loss of seniority.

22.03 All requests for leaves of absence shall be made in writing and shall indicate the reason for the request and the anticipated dates of departure and return.

- 22.04 All requests for leaves of absence exceeding one (1) week (excluding maternity, adoption, bereavement or emergency leave) shall be submitted to the Employer, in writing, at least two (2) weeks in advance of the anticipated absence.
- 22.05 Employees shall be required to use their accrued vacation entitlement prior to being granted a leave of absence in excess of two (2) weeks.
- 22.06 The Employer may refuse any request for a leave of absence if the Employer determines that the Employee cannot be spared.
- 22.07 Requests for leaves of absence exceeding three (3) months (excluding maternity, adoption, bereavement or emergency leave) shall not be granted, except where extenuating circumstances explained in writing by the Employee may be considered, at the Employer's discretion.
- 22.08 Failure to report for duty immediately following the expiration of a leave of absence or time off, shall be deemed to be a voluntary separation by the Employee from her employment unless the Employee provides the Employer with a satisfactory explanation by telephone, fax or telegram.
- 22.09 Employees on a leave of absence shall not engage in any gainful employment with another employer. Any Employee who engages in such employment shall be terminated immediately.
- 22.10 Employees on a leave of absence shall not be entitled to Named Holidays with pay which may fall during the period of such leave of absence or time off.

### **ARTICLE 23**

#### **TERMINATION**

- 23.01 An Employee may be terminated at any time during her probationary period without cause and without notice or payment in lieu of notice and shall only have recourse to an exit interview.
- 23.02 An Employee who has served her probationary period may be terminated for just cause.
- 23.03 Grievances involving terminations shall be submitted in writing by the Employee to the appropriate Employer Representative, or designated alternate, at Step II of the Grievance Procedure, not later than fourteen (14) calendar days from the date of termination.
- 23.04 Where a Casual Employee has been called but has not worked in the facility in three months, the Employer will assume the Employee has voluntarily abandoned their post and are thus deemed to have self-terminated.

### **ARTICLE 24**

#### **BENEFITS**

- 24.01 Attached to this Collective Agreement is Schedule "B" which sets forth, in detail, the benefits extended to those Employees covered by this Collective Agreement.

**ARTICLE 25**

**PREMIUM PAY**

25.01 SHIFT DIFFERENTIAL – 1500 HOURS TO 2300 HOURS

A shift differential shall be paid as follows:

- (a) two dollars and seventy-five cents (\$2.75) per hour;
- (b) to Employees working a shift where the majority of such shift falls within the period from fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (c) to Employees for all overtime hours worked which fall within the period from fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

25.02 SHIFT DIFFERENTIAL – 2300 HOURS TO 0700 HOURS

A shift differential shall be paid as follows:

- (a) Five dollars (\$5.00) per hour;
- (b) to Employees working a shift where the majority of such shift falls within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (c) to Employees for all overtime hours worked which fall within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

25.03 WEEKEND DIFFERENTIAL

A weekend differential shall be paid as follows:

- (a) three dollars and twenty-five cents (\$3.25) per hour;
- (b) to Employees working a shift where the majority of such shifts falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours Friday and ending at zero seven hundred (0700) hours Monday; or
- (c) to Employees for all overtime hours worked which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours Friday and ending at zero seven hundred (0700) hours Monday.

25.04 All premium pays payable under this Article shall not be considered as part of the Employees Basic Rate of Pay.

25.05 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Differential.

**ARTICLE 26**

**STATUS CHANGE**

26.01 When an Employee's status changes from Regular Full-time to Regular Part-time only, calculation of the following entitlements shall change:

- (a) Named Holidays shall be paid out as a percentage on each payday in accordance with Article 12 of this Collective Agreement.
- 26.02 When an Employee's status changes from Regular Full-time to Casual, calculation of the following entitlements shall change:
- (a) Named Holidays shall be paid out as a percentage on each payday in accordance with Article 12 of this Collective Agreement;
  - (b) Vacation entitlement earned and accrued up to the date the Employee's status changed to Casual shall be paid out to the Employee. Vacation entitlement from the date the Employee's status changed to Casual shall be paid out as a percentage on each payday in accordance with Article 14 of this Collective Agreement;
  - (c) Sick time entitlement shall cease on the date the Employee's status changes to Casual.
- 26.03 When an Employee's status changes from Regular Part-time to Casual, calculation of the following entitlements shall change:
- (a) Vacation entitlement earned and accrued up to the date the Employee's status changed to Casual shall be paid out to the Employee. Vacation entitlement from the date the Employee's status changed to Casual shall be paid out as a percentage on each payday in accordance with Article 14 of this Collective Agreement;
  - (b) Sick time entitlement shall cease on the date the Employee's status changes to Casual.
- 26.04 When a Regular Part-time Employee assumes a Temporary Full-time position, the calculation of the Employee's entitlement to Named Holidays, vacation and sick time shall not change.
- 26.05 When an Employee's status changes from Regular Part-time to Regular Full-time, calculation of the following entitlements shall change:
- (a) Named Holidays shall be paid out as a percentage on each payday up to the date the Employee's status changed to Regular Full-time. From the date the Employee's status changed to Regular Full-time the Employee shall be entitled to an additional day off with pay for Named Holidays in accordance with Article 12 - Named Holidays of this Collective Agreement.

## **ARTICLE 27**

### **GENERAL**

- 27.01 The Employer agrees to provide space for posting Union notices.
- 27.02 Employees shall observe all rules made by the Employer relative to health, sanitation and safety. The Union agrees to cooperate with the Employer in the enforcement of the health, sanitation and safety rules.
- 27.03 The feminine gender shall mean and include the masculine and similarly, the singular shall mean the plural and vice-versa, as applicable.

- 27.04 "Shift" means a daily tour of duty exclusive of overtime hours.
- 27.05 The Employee agrees that as a condition of continued employment with the Employer the Employee shall take the annual influenza vaccine administered by qualified personnel of the Employer or its qualified medical agent at no cost to the Employee. The only exceptions to taking the annual influenza vaccine shall be:
- (a) if the Employee's physician provides the Employer with a signed certificate stating the Employee has obtained the influenza shot at his office; or
  - (b) if the Employee's physician provides the Employer with a signed certificate stating the Employee has Guillian Barre Syndrome; or
  - (c) if the Employee is tested by qualified medical agents selected by the Employer, at no cost to the Employee, and the tests indicate that the Employee has an anaphylactic hypersensitivity to the influenza vaccine.

## **ARTICLE 28**

### **DISCIPLINE, DISMISSAL AND RESIGNATION**

- 28.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 28.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file with a copy forwarded to the Union.
- 28.03 The Employee shall sign written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary note. An Employee shall have the right to be accompanied by a representative of the Union during disciplinary discussions.
- 28.04 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in closure of the grievance.
- 28.05 An Employee who has been subject to disciplinary action may, after two (2) continuous years of service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the next two (2) year period.
- 28.06 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have vacated the position unless a reason is provided, acceptable to the Employer that such notification was not possible.
- 28.07 Nothing in this Article prevents immediate dismissal for just cause.

28.08 Employees shall provide a minimum of two (2) weeks Notice of Termination unless otherwise mutually agreed between Employer and Employee.

**ARTICLE 29**

**GRIEVANCE PROCEDURE**

29.01 A grievance shall be defined as an alleged violation of a specific Article of this Collective Agreement. In the event of controversy concerning the meaning, application or alleged violation of any provision of this Collective Agreement, there shall be no suspension of work. The Union and Employer agree that there must be an attempt to resolve issues prior to progressing a matter to the Grievance Procedure.

**STEP I**

Should an Employee subject to this agreement believe she has been unjustly dealt with, or that any of the provisions of this agreement have been violated, she shall within fourteen (14) calendar days from the alleged unjust action, present the complaint to her immediate Supervisor for adjustment.

**STEP II**

If the difference is not resolved at Step I within fourteen (14) calendar days from the end of Step 1, a grievance may be submitted, in writing, to the Nursing Unit Care Coordinator or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought. Within fourteen (14) calendar days of receipt of the written grievance, the Nursing Unit Care Coordinator shall provide the Grievor with a written response with a copy to the Union.

**STEP III**

If the grievance is not resolved at Step II, the Union may, within fourteen (14) calendar days of the receipt of the written decision of the Nursing Care Coordinator or designate submit the grievance in writing to the Director of Care, specifying the nature of the grievance(s) and the redress sought. The Director of Care shall meet with the Grievor and the Union Representative and shall render a decision in writing to the Union within fourteen (14) calendar days of the meeting.

29.02 **DEFAULT**

- (a) Should the Employee 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.

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

29.03

### MEDIATION

By mutual agreement of the Union and the Employer, any grievance unresolved at Step III may proceed to mediation. If the grievance proceeds to mediation, one (1) jointly selected mediator shall meet with the Parties and within ten (10) days of the meeting shall:

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

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

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

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

29.04

### ARBITRATION

If a grievance is not settled to the satisfaction of either Party through the grievance procedure, either Party may, within fourteen (14) calendar days of the decision at Step III, have the matter referred to a single arbitrator. Both Parties will exchange lists of three (3) proposed arbitrators. If the Parties cannot agree on the selection of an arbitrator through this process, the Minister of Labour for Alberta will be asked to appoint an arbitrator who will hear the grievance as soon as possible. The decision of the arbitrator will be final and binding upon the Parties.

The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind or disregard any of the provisions of the Collective Agreement. Disputes arising out of proposed changes in rates of pay, work hours and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

The Parties shall pay their own respective expenses and shall also equally share the fees and expenses of the arbitrator.

## ARTICLE 30

### TIME OFF FOR UNION BUSINESS

30.01

Time off for Union Business will be without pay.

30.02

Time off shall not be unreasonably withheld. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of two (2) weeks notice when requesting time off; however, consideration shall still be given in cases where the two (2) weeks notice is not provided.

- 30.03 Except for union time associated with contract negotiations with the Employer, no leave shall exceed five (5) consecutive days in duration. Leave requests that exceed these conditions shall be considered a Leave of Absence and subject to Article 22.
- 30.04 At any given time there shall be no more than three (3) Employees on leave for union business.
- 30.05 To facilitate the administration of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances and fringe benefits, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

30.06 **UNION COURSES**

The Employer may, at its discretion, grant up to four (4) paid days leave per year for the bargaining unit employees to attend education development courses to increase their ability to work in partnership with the employer to advance issues of mutual interest/concern. Notice periods for application from the Union Representative to the Administrator will be as per Article 30.01

**ARTICLE 31**

**DRESS CODE**

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

**ARTICLE 32**

**RRSP CONTRIBUTIONS**

- 32.01 (a) Employees may contribute up to three and one half percent (3.5%) of their basic hourly rate of pay into a self-directed RRSP for all hours worked. Employee's contributions will be on a voluntary basis with decisions to participate or not made once a year for a twelve-month period. For each Employee contributing into the plan in any twelve-month period, the Employer will contribute a matching percentage of the Employee's basic hourly rate of pay for all hours worked on behalf of participating Employees. Employees may choose to make additional contributions to the Pension Plan. Such additional contributions will not be matched by the Employer. Employees may choose to make such additional contributions, or not, effective for August 1<sup>st</sup> of each year. The Employee must give the Employer a minimum of thirty (30) days written notice.
- (b) The Employer will make the contributions through direct deposit to the RRSP Plan as supplied by the Employer.

**ARTICLE 33**

**REGISTRATION FEES**

- 33.01 A Licensed Practical Nurse who in each calendar year has to pay a registration fee to maintain license with the College of Licensed Practical Nurses (CLPNA) shall be reimbursed by the Employer one hundred fifty dollars (\$150.00) towards her registration fees, prorated based on the Employee's FTE.

**ARTICLE 34**

**HEALTH SPENDING ACCOUNT**

- 34.01 The Employer will maintain a flexible health spending account for six hundred dollars (\$600.00) per year. Health spending account will run from January 1 to December 31 of each year. Carry over of unused portion from previous year for a term of one year only.

Effective date of ratification the amount of the Health Spending Account (HSA) will be increased to seven hundred and fifty dollars (\$750.00) per year.

Any unused allocation in an employee's HSA as of December 31, 2017 of each **calendar year** may be carried forward to 2018 for a maximum of one (1) calendar year.

- 34.02 FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2018 the Flexible Spending Account (FSA) will replace the Health Spending Account and will be implemented as follows:

- (a) A FSA shall be implemented for all Regular Employees eligible for benefits in accordance with Article 24 – Benefits.
- (b) A sum of seven hundred and fifty dollars (\$750.00) shall be allocated by the Employer for each eligible Regular Full-time Employee and pro-rated for each eligible Part-time Employee (based on their total hours paid as of December 1 of the preceding year) to a FSA effective January 1<sup>st</sup> of each calendar year beginning January 1, 2018.
- (c) The FSA may be used for the following purposes:
  - (i) Reimbursement for expenses associated with professional development including:
    - (1) tuition costs or course registration fees;
    - (2) travel costs associated with course attendance;
    - (3) professional journals;
    - (4) books or publications; and
    - (5) software.
  - (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.

- (iii) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24 of the Collective Agreement.
  - (iv) Contribution to a Registered Retirement Savings Plan administered by the Employer.
  - (v) Wellness expenses, which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
  - (vi) Family care including day care and elder care.
- (d) Allocation
- (i) By December 1st (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
  - (ii) Any unused allocation in an employee's FSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
  - (iii) Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
  - (iv) Reimbursement will be provided by the Employer upon submission of an original receipt.
- (e) Implementation
- (i) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
  - (ii) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
  - (iii) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

**ARTICLE 35**

**TEMPORARY ASSIGNMENTS**

35.01

**PRECEPTOR PAY**

- (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for Students in the Licensed Practical Nurse program shall receive an additional forty-five (\$0.45) cents per hour. The Employer will give consideration to those Employees who express interest in participation of this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in a Licensed Practical Nurse program.

SCHEDULE "A" – SALARY SCALE

<u>Health Care Aide (HCA)</u>								
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2015		\$19.52	\$20.54	\$21.22	\$21.95	\$22.61	\$23.74	\$24.46
April 1, 2015 (1% increase)		\$19.72	\$20.75	\$21.43	\$22.17	\$22.84	\$23.98	\$24.70
April 1, 2016 (1% increase)		\$19.91	\$20.95	\$21.65	\$22.39	\$23.06	\$24.22	\$24.95
April 1, 2017 (1% increase)		\$20.11	\$21.16	\$21.86	\$22.62	\$23.30	\$24.46	\$25.20
Date of ratification	\$19.15*	\$20.11	\$21.16	\$21.86	\$22.62	\$23.30	\$24.46	\$25.20
April 1, 2018 (1.2% increase)	\$19.38*	\$20.35	\$21.42	\$22.13	\$22.89	\$23.57	\$24.75	\$25.50

<u>Licensed Practical Nurse (LPN)</u>								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2015	\$25.92	\$27.04	\$28.12	\$29.22	\$30.31	\$31.37	\$32.64	\$33.94
April 1, 2015 (1% increase)	\$26.18	\$27.31	\$28.40	\$29.51	\$30.61	\$31.68	\$32.97	\$34.28
April 1, 2016 (1% increase)	\$26.44	\$27.58	\$28.69	\$29.81	\$30.92	\$32.00	\$33.30	\$34.62
April 1, 2017 (1% increase)	\$26.71	\$27.86	\$28.97	\$30.11	\$31.23	\$32.32	\$33.63	\$34.97
April 1, 2018 (1.2% increase)	\$27.03	\$28.19	\$29.32	\$30.47	\$31.60	\$32.71	\$34.03	\$35.39

<u>Certified Unit Clerk</u>								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
April 1, 2015	\$22.43	\$23.08	\$23.66	\$24.24	\$24.86	\$25.44		
April 1, 2015 (1% increase)	\$22.65	\$23.31	\$23.90	\$24.48	\$25.11	\$25.69		
April 1, 2016 (1% increase)	\$22.88	\$23.54	\$24.14	\$24.73	\$25.36	\$25.95		
April 1, 2017 (1% increase)	\$23.11	\$23.78	\$24.38	\$24.97	\$25.61	\$26.21		
April 1, 2018 (1.2% increase)	\$23.39	\$24.06	\$24.67	\$25.27	\$25.92	\$26.53		

<u>Uncertified Unit Clerk</u>								
	Step 1	Step 2	Step 3					
April 1, 2015	\$19.92	\$20.57	\$21.16					
April 1, 2015 (1% increase)	\$20.12	\$20.78	\$21.37					
April 1, 2016 (1% increase)	\$20.32	\$20.98	\$21.59					
April 1, 2017 (1% increase)	\$20.52	\$21.24	\$21.80					
April 1, 2018 (1.2% increase)	\$20.77	\$21.45	\$22.06					
<u>Certified Therapy Assistant.</u>								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
April 1, 2015	\$23.10	\$24.12	\$25.06	\$26.04	\$27.03	\$27.96		
April 1, 2015 (1% increase)	\$23.33	\$24.36	\$25.31	\$26.30	\$27.30	\$28.24		
April 1, 2016 (1% increase)	\$23.56	\$24.60	\$25.56	\$26.56	\$27.57	\$28.52		
April 1, 2017 (1% increase)	\$23.80	\$24.85	\$25.82	\$26.83	\$27.85	\$28.81		
April 1, 2018 (1.2% increase)	\$24.09	\$25.15	\$26.13	\$27.15	\$28.18	\$29.15		
<u>Receptionist / Uncertified Therapy Assistant / Uncertified Recreation Assistant</u>								
	Step 1	Step 2	Step 3	Step 4	Step 5			
April 1, 2015	\$16.15	\$16.65	\$17.16	\$17.65	\$19.31			
April 1, 2015 (1% increase)	\$16.31	\$16.82	\$17.33	\$17.83	\$19.50			
April 1, 2016 (1% increase)	\$16.47	\$16.98	\$17.50	\$18.00	\$19.70			
April 1, 2017 (1% increase)	\$16.64	\$17.15	\$17.68	\$18.18	\$19.90			
April 1, 2018 (1.2% increase)	\$16.84	\$17.36	\$17.89	\$18.40	\$20.13			

<u>Certified Therapy Aide / Recreation Aide / Music Therapy Aide</u>								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
April 1, 2015	\$20.70	\$21.73	\$22.36	\$23.09	\$23.73	\$24.46		
April 1, 2015 (1% increase)	\$20.91	\$21.95	\$22.58	\$23.32	\$23.97	\$24.70		
April 1, 2016 (1% increase)	\$21.12	\$22.17	\$22.81	\$23.55	\$24.21	\$24.95		
April 1, 2017 (1% increase)	\$21.33	\$22.39	\$23.04	\$23.79	\$24.45	\$25.20		
April 1, 2018 (1.2% increase)	\$21.58	\$22.66	\$23.31	\$24.08	\$24.74	\$25.50		

Effective April 1, 2015 – One percent (1.00%) increase on the salary scale to April 1, 2014 wage rates for all classifications;

Effective April 1, 2016 – One percent (1.00%) increase on the salary scale to April 1, 2015 wage rates for all classifications;

Effective April 1, 2017 – One percent (1.00%) increase on the salary scale to April 1, 2016 wage rates for all classifications;

Effective April 1, 2018 – One point two percent (1.20%) increase on the salary scale to April 1, 2017 wage rates for all classifications.

**ALL COMPENSATION RETROACTIVE TO DATES AS OUTLINED ABOVE**

A salary change is retroactive to the effective date shown for the item. The parties shall agree upon all adjustments and retroactivity within 30 days of ratification. All payments shall be made to employees within 90 days of ratification.

All compensation matters are retroactive to April 1, 2015, April 1, 2016 and April 1, 2017 and will be paid by separate pay transactions.

**HEALTH CARE AIDE STEP 0\***

\*Effective date of ratification the Health Care Aide wage grid will add new Step. The new Step 0 will be applied only to HCA's hired after the date of ratification. Effective the date of ratification the new Step 0 will be \$19.15/hour and effective April 1, 2018 the Step 0 will be \$19.38/ hour.

**SCHEDULE "B"**  
**EMPLOYEE BENEFITS**

The Employer has an Employee Benefits Plan paid for by the Employer and administered by the Employer as follows:

The Employee shall pay twenty-five percent (25%) of the premiums and the Employer shall pay seventy-five percent (75%) of the premiums for the benefits listed below.

- (a) Basic Life Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (b) Basic Accidental Death and Dismemberment Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (c) Short Term Disability Insurance at sixty-six and two-thirds (66 2/3%) percent of basic weekly earnings.
- (d) Long Term Disability Insurance at sixty-six and two-thirds (66 2/3%) percent of basic weekly earnings.
- (e) Basic Extended Health Benefits - eighty (80%) percent direct bill, drug benefit list.
- (f) Basic Dental Benefits - 80/50/50 Plan. Effective date of ratification Extensive Dental Services shall be increased to \$2000.00 per year and Orthodontic Services shall be increased to \$2000.00 per lifetime.
- (g) Alberta Health Care Premium
- (h) Vision Care for Employees and qualified eligible dependants - \$200.00 per covered person per twenty-four (24) month period, or per twelve (12) month period for dependant children up to age fourteen (14) years, commencing for eligible claims incurred on or after April 1, 2008.

The above listed benefits are applicable to all Regular Employees with a zero point four (0.4) FTE or greater and Temporary Employees as defined in Clause 6.01(c), after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete shift cycle.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

ON BEHALF OF THE BRENDA STAFFORD  
FOUNDATION LTD.

  
\_\_\_\_\_  
VICE-PRESIDENT / CEO

  
\_\_\_\_\_  
WITNESS

November 6 / 2020  
DATE

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
WITNESS

October 15, 2020  
DATE

LETTER OF UNDERSTANDING  
BETWEEN  
THE BRENDA STRAFFORD FOUNDATION LTD.  
(hereinafter referred to as the "Employer")  
And  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")  
Re: ARTICLE 17 - Layoff And Recall

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Effective date of ratification:

The Parties agree for the term of the collective agreement, from the date of ratification to March 31, 2019 the following Clause 17.05 shall apply:

17.05            Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or in the expiry of twenty four (24) months from date of the layoff, whichever comes first.

This letter of understanding shall form part of the collective agreement and shall be in full force and effect.

Effective March 31, 2019, the parties agree Clause 17.05 reverts to the language contained in the collective agreement:

17.05            Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or in the expiry of twelve (12) months from date of the layoff, whichever comes first.

ON BEHALF OF THE BRENDA STAFFORD  
FOUNDATION LTD.

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
VICE-PRESIDENT

  
\_\_\_\_\_  
PRESIDENT

November 6 / 2020  
\_\_\_\_\_  
DATE

October 15, 2020  
\_\_\_\_\_  
DATE