

MEMORANDUM OF AGREEMENT

B E T W E E N:

**THE SALVATION ARMY
EDMONTON GRACE MANOR**

-and-

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 020
(THE UNION)**

1. The parties hereto agree to the terms of this Memorandum of Agreement as constituting full settlement of all outstanding issues.
2. The parties agree that the term of the Collective Agreement shall be from October 1, 2022, to September 30, 2025.
3. The parties further agree that the Collective Agreement shall incorporate all the terms of the previous Collective Agreement, which expired on September 30, 2022, including all matters settled and agreed to by the parties and attached hereto as Appendix "A" and identified as AGREED.
4. In addition to the agreed to amendments to the Collective Agreement, the parties are agreed that:
 - (a) The Employer commits to provide cultural sensitivity training which shall include an anti-racism component. This training shall be provided to Employees and managers on a regular basis. The Employer will also place or replace signage in the building regarding respect in the workplace.
 - (b) The Employer will install a lock on the staff breakroom door and a "STAFF ONLY" poster will be put up. The Employer will further communicate this change to residents at the next Resident and Family Council.
 - (c) The Employer commits to continue dispersing Employment Insurance rebates to individual employees.
 - (d) The letter of understanding regarding temporary screener position has been removed.
5. All other issues or items in dispute for both parties are withdrawn, including the Union's proposal for Article 27 Prepaid Health Benefits.

Whereas the Alberta Union of Provincial Employees, Local 047 Chapter 020 (hereinafter referred to as the "Union") and The Salvation Army Grace Manor (hereinafter referred to as the "Employer") are negotiating a replacement collective agreement; and, the Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:

Preamble

Article 1 Definitions

Article 2 Application

Article 3 Management Rights

Article 5 Union Membership and Payment of Dues

Article 8 Employee Management Advisory Committee (EMAC)

Article 9 Grievance Procedure

Article 10 Union Representation and Time Off for Union Business

Article 13 Probation and Orientation

Article 14 Seniority

Article 16 Job Opportunities

Article 17 Acting Incumbents

Article 20 Reporting Pay

Article 26 Workers' Compensation

Article 28 Pension Plan

Article 30 Leave of Absence

Article 31 Terms, Conditions and Benefits of Employment Applicable to Regular Part-Time Employees

Article 33 Legal Indemnification

Article 35 Terms, Conditions and Benefits of Employment Applicable to Summer Students

Article 38 Transportation

Article 39 Pyramiding

Article 40 Licensed Practical Nurses

Article 41 Technological Change

ARTICLE 4
Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (a) 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.
- 4.02 The Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded under the provisions of the Labour Relations Code (LRC).
- 4.03 (a) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's name.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to approval of the Employee Relations Director/Director of Care or designate.
- (c) Union membership meetings may be held on Employer premises subject to approval of the Employer. These meetings shall not take place during the Employees' working hours without the prior approval of the Employer. The Employer shall invoice the Union the cost of the wages for the Employees attending these meetings on their scheduled working hours.
- 4.04 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters. This orientation shall be scheduled by the Employer to be held during its new hire orientation and the Chapter Chair shall be notified in advance.
- 4.07 The Employer shall advise new Employees of the fact that a collective Agreement is in effect. A Union Representative shall have the right to give a union orientation of up to thirty (30) minutes for new Employees with respect to the structure of the Local as well as the rights, responsibilities, and benefits under the Collective

Agreement.

4.08 Bargaining Union Work shall only be performed by members of the Bargaining Unit except in the following circumstances:

- (a) in emergency situations;
- (b) for instruction purposes;
- (c) celebrations (i.e. Christmas and birthdays).

4.09 The Employer agrees not to contract out bargaining unit work during the life of the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 18/22



DATE: Oct 18/22

ARTICLE 5
Bulletin Boards**General**

- 5.01 The Employer shall provide access to a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where the Union may be permitted to post notices of meetings, and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 5.02 Except where it poses a risk to the residents, an Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn during working hours, nor shall an insignia be displayed on the Employer's equipment or facilities.
- 5.03 ~~Employees shall have access to a staff break room in a private location not accessible to residents. W/D but dealt with in Memorandum of Agreement:~~

The Employer will install a lock on the staff breakroom door and a "STAFF ONLY" poster will be put up. The Employer will further communicate this change to residents at the next Resident and Family Council.

- 5.04 Employees shall have access to designated lockers on a seniority basis, with a selection of unassigned lockers available for use during shifts.
- 5.05 Employees not provided uniforms shall be provided with an annual clothing allowance of seventy dollars (\$70.00) per year. \$
- 5.06 Written documentation of coaching conversations, letters of expectation and/or shifts under observation shall only be placed on an Employee's personnel record when such notices are non-disciplinary in nature and/or do not allege performance concerns. Agreed.

Agreed
For employer

For union


[Signature]
Oct. 19/22

[Signature]
Oct 19/22


Article 5
Bulletin Boards General

- 5.04 A number of lockers (to be determined by the Employer) will be made available to be assigned to Regular Employees with ten (10) years or more of service.
- 5.05 All employees who are required to wear a uniform shall receive a uniform allowance of seventy dollars (\$70.00) per year, upon submission of receipts. Footwear shall be covered by this article except where footwear is provided by the employer. Kitchen and environmental employees may use this allowance to purchase uniform pants which the employer will no longer provide. Any unused amounts of the seventy dollars (\$70.00) may be carried over to the following year.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION



DATE: Oct 19/22



DATE: Oct 18/22

ARTICLE 7
In-Service Program

7.01

- (a) The parties to this agreement recognize the value of continuing in-service education for employees in auxiliary nursing and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills, e-learning modules and other programs which may be offered by the Employer.
 - (i) **Training shall be provided as required by either in-person or e-learning or a combination of both. Requests by Employees for available in-person training shall not be unreasonably denied.**
- (b) Employees who, with the prior approval of their Supervisor, attend an in-service shall not suffer a loss of pay for such attendance. Employees who are required to work on e-learning modules shall be paid at the applicable rate of pay for time spent completing the module at work. An employee who is required to attend a training course or seminar shall be paid straight time **at the applicable rate** for attendance at such a training course or seminar, or granted time in lieu and **all registration fees and other expenses shall be reimbursed by the Employer.**
 - (i) **The Employer shall schedule time during an Employee's regularly scheduled hours of work and provide a dedicated computer terminal for Employees to complete required e-learning training. Where the foregoing is not possible, and when requested by the Employee, the Employer may approve paid time at the applicable rate to complete training at home.**
- (c) The Employer's policy governing in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:
 - (i) emergency preparedness (including fire, evacuation and disaster procedures);
 - (ii) CPR (when established by the employer as a mandatory qualification);
 - (iii) mental health training, prevention and management of staff abuse.

7.02

All Employees required by the Employer to be a Licensed Practical Nurse, shall, upon request, be granted three (3) professional development days annually for professional development related to nursing skills and will be paid at the Basic Rate of Pay for all hours they would otherwise be scheduled for. An Employee shall be advised in advance of any transportation, registration fees, subsistence and other expenses that may be paid by the Employer.

Applications for such paid professional development opportunities shall be made in writing to the Employer as early as possible and approval will be subject to operational requirements.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct. 18/22



DATE: Oct 18/22

ARTICLE 11
Discipline

- 11.01 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- Prior to issuing discipline, the Employer shall undertake a disciplinary investigation. Employees shall have the right to Union Representation during such investigation in accordance with 11.05.
- Where a disciplinary investigation is initiated as a result of a complaint, a written summary of such complaint shall be provided to the Employee.
- 11.02 When the Employer takes disciplinary action against an Employee, that Employee shall be informed in writing as soon as reasonably possible as to the reason(s) for such action and a copy of such disciplinary action shall be provided to the Employee. Where Employees are asked to sign disciplinary documents, such signature shall indicate only receipt of such documents.
- 11.03 An Employee who has been subject to disciplinary action shall, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, have the record of the disciplinary action deemed cleared from their personnel file providing the Employee's file does not contain any further record of any similar disciplinary action during that eighteen (18) month period. Notwithstanding the foregoing, any record of discipline that was entitled for removal and not removed shall not be used in any proceedings against the Employee.
- 11.04
- (a) The Employer agrees that access to an Employee's personnel file shall be provided to the Employee in the presence of Employee Relations personnel, upon written request, once in every year. Employees may request that a scanned copy be provided electronically.
 - (b) Upon written request, a grievor shall be permitted to review their personnel file in the presence of Employee Relations personnel in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. The Employee may request a representative of the Union to be present at such time.
 - (c) Employees requesting a copy of a document pertaining to a difference or a grievance in their personnel file shall be given such copy provided that the Employee first pays to the Employer a reasonable fee to cover the cost of providing such copy. The amount of such fee shall be determined by the Employer.
- 11.05 The Employer shall advise any Employee who is to be disciplined they are entitled

to have a Union Steward Representative present at the interview and such interview shall be scheduled with forty-eight (48) hours' notice to allow a Union Representative to attend.

- 11.06 It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, they will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose the Union Steward will give their manager as much advance notice as possible. Arrangements will be made by the manager to permit the Union Steward to leave their job for this purpose with no loss of regular earnings at the Union Steward's basic rate of pay, as soon as reasonably possible. Such time off shall be granted only upon approval of the manager, which approval shall not be unreasonably withheld.
- 11.07 An Employee who is to be interviewed regarding an allegation of misconduct lodged against that Employee shall be entitled to have a Union Steward or Union Representative present at the interview at the Employee's request.
- 11.08 An Employee absent for three (3) working days without good and proper reason will be considered to have abandoned their position and may be terminated by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: October 18/22

DATE: _____

ARTICLE 12
Respect in the Workplace

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

12.02 The Union and the Employer agree to respect and dignity in the workplace, support a policy of zero tolerance for violence in the workplace.

All Employees, including management, shall participate in anti-racism training on an annual basis. W/D but dealt with in Memorandum of Agreement:

The Employer commits to provide cultural sensitivity training which shall include an anti-racism component. This training shall be provided to Employees and managers on a regular basis. The Employer will also place or replace signage in the building regarding respect in the workplace.

12.03 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:

- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
- (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
- (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

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

12.04 An Employee who has a complaint of discrimination 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, the Department Head, or Employee Relations for assistance.

The Employer commits to support Employees who bring such complaints forward and shall provide appropriate follow up.

12.05 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. Employees involved in an investigation will be permitted to have Union representation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be

concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received. The Employer will provide the complainant with a written response to the complaint.


- 12.06 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 12.07 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 12.08 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act* or a grievance under Article 9.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 18/22



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ARTICLE 15
Layoff and Recall

- 15.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 15.02 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Regular Employees shall be ~~twenty-one (21)~~ **twenty-eight (28)** days, **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, except that the notice shall not apply where layoff results from an act of God, fire, flood or a natural disaster.**
- 15.03 The Employer shall layoff Employees in reverse order of their seniority within a classification, providing those retained are qualified and able to perform the work remaining to be done.
- 15.04 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 15.05 An Employee(s) shall be entitled to recall for a position for which they are qualified to perform. Such Employee(s) shall be recalled in order of seniority.
- 15.06 An Employee shall be responsible for providing the Employer with their current address for recall purposes.
- 15.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within two (2) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of one year or two hundred and seventy five (275) calendar days following layoff during which time the Employee has not been recalled to work.
- 15.08 At the option of the Employer, and subject to advance approval by the insurer and continued payment of premiums, if employment terminates because of layoff, all benefits except Long Term Disability may be continued, but not beyond the end of the policy month following the month in which the absence commenced unless prior approval is secured. If the Employee elects to maintain coverage they shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under the plans. Notwithstanding the foregoing, Employee(s) shall not be subject to layoff while in receipt of Article 25, Sick Benefits, Article 27, Long Term Disability, or in receipt of Workers Compensation benefits.

15.09

Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of one year or two hundred and seventy five (275) calendar days, whichever first occurs.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct. 18/22



DATE: Oct 18/22

ARTICLE 18
Hours of Work

- 18.01 Regular hours of work for full-time Employees, exclusive of meal periods, shall be:
- (a) seven and three quarters (7 3/4) consecutive hours per day;
 - (b) thirty-eight and three-quarters (38 3/4) hours per week averaged over one (1) complete cycle of shift schedule.
 - (c) two thousand twenty-two and three-quarters (2022 3/4) hours per year.
 - (d) a compressed work week which will be scheduled in advance and the schedule will meet the following requirements:
 - (i) Show a complete shift cycle,
 - (ii) The maximum hours of work that an Employee may be scheduled to work in a work day is twelve (12) hours; exclusive of meal periods,
 - (iii) The maximum hours of work an Employee may be scheduled to work in a compressed work week is forty-four (44) hours averaged over the shift cycle.
 - (e) **Employees regularly working an average of at least thirty-seven (37) hours per week averaged over one (1) complete cycle of the shift schedule shall be considered full-time.**
- 18.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two rest periods of fifteen (15) minutes during each full working shift of seven and three-quarters (7 3/4) hours, or
 - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three quarters (7 3/4) hours, if this is more compatible with scheduling or work assignments,
 - (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than three and three quarters (3 3/4) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 18.03
- (a) Seven point five (7.5), seven point seven five (7.75), eight point five (8.5) and nine (9.0) hour shifts shall exclude a thirty (30) minute unpaid meal break and include two (2) paid rest periods of fifteen (15) minutes each; or one thirty (30) minute rest period, at the discretion of the Employer.
 - (b) One (1) fifteen (15) minute paid rest period shall be provided for each half-shift of not less than four (4) hours and exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
 - (c) In the area where eleven point two five (11.25) hour shifts are worked they will:

- (i) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift or one (1) rest period of fifteen (15) minutes during each one-third of a shift; and
- (ii) exclude at least one (1) and a maximum of two (2) thirty (30) minute meal periods as scheduled by the Employer;
- (iii) two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

18.04 An Employee who is recalled to work during their meal period shall be given a full meal period later in their shift, or where that is not possible, be paid for such meal period at the Employee's regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.

If the Employer requires an Employee to stay on site during the Employee's meal period, the meal period shall not be considered time worked, but an Employee shall be paid for that meal period at their Basic Rate of Pay.

If the Employer requires an Employee to be readily available for duty during the Employee's meal break, they shall be so designated in advance and be paid for that meal break at their basic rate of pay. The meal period shall not be paid considered time worked.

18.05 The first shift of the day shall be the day shift.

18.06 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at one and one half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.

(b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.

18.07 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.

18.08 Except in cases of emergency or by mutual agreement between a Full-time or Part-time Employee and the Employer:

(a) an Employee shall have two (2) consecutive days of rest on at least two (2) weekends in a five week period. "Weekend" shall mean a Saturday and the following Sunday;

(b) an Employee shall not be scheduled to work seven (7) consecutive shifts more than once in a five (5) week cycle;

(c) where an Employee works a compressed work week, the ratio of days worked to days off and time off between shifts shall be adjusted accordingly;

(d) shift schedules shall provide for:

(i) at least fifteen and one half (15 1/2) hours off-duty between shifts,

except for Employees working extended shifts or a compressed work week;

- (ii) not more than two (2) different shift starting times between scheduled days off;
- (iii) no split shifts;
- (iv) no shift shall be less than four (4) hours;
- (v) **Effective January 1, 2023: Wherever possible, Employees shall have at least two consecutive days off after each stretch of five (5) consecutive shifts.**

- 18.09 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) the written request must be given to the Employee's immediate supervisor prior to seven (7) working days of the shift to be exchanged; and
 - (iii) prior approval has been given by the Employee's immediate supervisor. Approval will not be given if there is abuse of the privilege.
- (b) Such exchanges shall be recorded on the shift schedule.
- (c) Such exchange shall not be deemed a violation of provisions of this Collective Agreement and no overtime premiums will be paid.

18.10 In addition to their regularly scheduled shifts, qualified and available Part-time and Casual Employees shall be offered any extra straight-time hours. This shall be done on a rotational basis with equitable offering over a twelve (12) month period in their assigned departments. For the purpose of this clause, Dietary and Environmental departments shall be treated as one. Additionally, Employees are required to give their availability at least fourteen (14) days before the start of the month.

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

18.12 Shift schedules shall provide for at least fifteen and one-half (15 1/2) hours off between the ending of one shift and the commencement of the next shift, except in the case of overtime work or as otherwise mutually agreed between the Employer and the Employee. Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during the normal rest period. This provision does not apply to an Employee working extended shifts or a compressed work week.

18.13 Modified Work Schedules

- (a) Following ratification, where the Employer wishes to implement a modified work schedule, the Employer shall consult with the Union,

providing information about the areas and the affected positions to which the modified work schedule shall apply. The parties will meet to discuss the modified work schedule and the application of the collective agreement.

- (b) The Employer agrees to provide the Union with a list of all areas and positions for which a modified work schedule was in effect on the date of ratification of this Collective Agreement.
- (c) Employees working modified work schedules will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

18.14


Additional Shifts

Part-time Employees who wish to work additional hours shall so indicate in writing to the Employer. When additional hours are available, the Employer will offer such additional hours to Regular Part-time Employees on an equitable basis. If all available shifts are not filled, then Casual Employees may be assigned shifts as equitably as possible.


Staffing agencies shall not be used unless vacant shifts cannot be filled by offering Overtime hours to Employees in accordance with Article 19.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct. 17 / 22



DATE: Oct 18 / 22

ARTICLE 19

Overtime

19.01 "Overtime" shall be defined as hours worked in excess of the regular hours of work for full-time Employees established in Clause 18.01, except for employees working a compressed work week where "overtime" shall be defined as hours worked in excess of twelve (12) hours in a day or forty-four (44) hours, in a week, averaged over a complete shift cycle.

An Employee may be required to work hours beyond the daily full-time regularly scheduled hours. Such overtime shall be authorized in advance by the Manager. The Employer will provide overtime forms which are to be signed by the designated authorizing person prior to the commencement of overtime. If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

19.02 Where overtime is approved, it will be paid one and one half (1 1/2) times the Basic Rate of Pay for the first two (2) hours and two times (2X) thereafter. Employees cannot waive their right to be paid at the overtime rate.

19.03 Overtime pay shall be calculated from the Basic Rate of Pay in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

19.04 Regular Part-time Employees working less than the normal hours of work stated in Clause 18.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the applicable overtime threshold in Article 19.01, after which the overtime provisions of Clause 19.02 shall apply.

When Overtime hours become necessary on the same day, they shall be offered to Employees on shift on a seniority basis. Where this is not the case, 18.14 shall apply.


- 19.05
- (a) An Employee may request time off in lieu of overtime worked by mutual agreement.
 - (b) In the event mutual agreement between the Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time.
 - (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the overtime rate.
 - (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the overtime rate.

19.06


An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break without pay at the Employee's option and shall provide a meal free of charge.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 18/22



DATE: Oct 18/22

ARTICLE 21
Shift Differential

21.01 Auxiliary Nursing Care - Licensed Practical Nurses, Health Care Aides, Recreation Program Assistants:

(a) *Evening Shift*

~~Effective date of ratification, a~~ A shift differential of two dollars and seventy five cents (\$2.75) per hour shall be paid to Employees employed as licensed practical nurses, health care aides, or recreation program assistants for each hour actually worked between fourteen hundred and forty-five (1445) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fourteen hundred and forty-five (1445) hours to twenty-three hundred (2300) hours.

(b) *Night Shift*

~~Effective date of ratification, a~~ A shift differential of three dollars (\$3.00) per hour shall be paid to Employees employed as licensed practical nurses, health care aides, or recreation program assistants for each hour actually worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

(c) ~~Effective January 1, 2010, a~~ A shift differential of five dollars (\$5.00) per hour shall be paid to Employees employed as licensed practical nurses, health care aides, or recreation program assistants for each hour actually worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

General Support Services - All employees except Licensed Practical Nurses, Health Care Aides, Recreation Program Assistants:

(d) ~~Effective date of ratification, a~~ A shift differential of two dollars and seventy five cents (\$2.75) per hour shall be paid to Employees except those employed as licensed practical nurses, health care aides, or recreation program assistants for each hour actually worked between fourteen hundred and forty-five (1445) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fourteen hundred and forty-five (1445) hours to zero seven hundred (0700) hours.

21.02 At no time shall shift differential be included with the Employee's Basic Rate of Pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential does not apply to the zero six hundred and forty-five (0645) hours to fourteen hundred and forty-five (1445) hours day shift.

21.03 An Employee shall be eligible to receive both shift differential and weekend premium in addition to the basic rate of pay and overtime.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: oct. 17 / 22



DATE: Oct. 17 / 22

ARTICLE 22
Weekend Premium

22.01

Effective date of ratification ~~October 1, 2022~~, an Employee shall, in addition to shift premium, receive a weekend premium of ~~two dollars and fifty cents (\$2.50)~~ **three dollars and twenty-five cents (\$3.25)** per hour for each hour actually worked between seventeen hundred (1700) hours on Friday and zero six hundred and forty-five (0645) hours on Monday, provided that greater than one (1) hour is worked between those hours.

~~Effective October 1, 2019, an Employee shall, in addition to shift premium, receive a weekend premium of two dollars and seventy-five cents (\$2.75) per hour for each hour actually worked between seventeen hundred (1700) hours on Friday and zero six hundred and forty-five (0645) hours on Monday provide that greater than one (1) hour is worked between those hours.~~

~~Effective October 1, 2020, an Employee shall, in addition to shift premium, receive a weekend premium of three dollars (\$3.00) per hour for each hour actually worked between seventeen hundred (1700) hours on Friday and zero six hundred and forty-five (0645) hours on Monday provide that greater than one (1) hour is worked between those hours.~~

Notwithstanding the above, for Employees working a shift that concludes between seventeen hundred (1700) and twenty-one hundred (2100) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION



DATE: Oct. 19/22



DATE: Oct 19/22

ARTICLE 23
Paid Holidays

- 23.01 (a) Regular Permanent Employees shall be entitled to receive a day off with pay on or for the following Paid Holidays:
- | | |
|----------------------|--|
| New Year's Day | National Day for Truth and Reconciliation |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Canada Day (July 1) | Remembrance Day |
| Victoria Day | Christmas Day |
| August Civic Holiday | Boxing Day |
- (b) In addition to the foregoing paid holidays, Employees who are employed as of January 1st of each contract year, shall be granted an additional "floater" holiday in that contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff; or
 - (ii) in receipt of compensation from the Workers' Compensation Board; or
 - (iii) an unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
 - (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason.
- An Employee shall not be entitled to:
- (i) a day off with pay, or
 - (ii) payment in lieu thereof,
- for the aforementioned Paid Holidays.
- 23.02 To qualify for a paid holiday with pay the Employee must:
- (a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to reasons acceptable to the Employer;
 - (b) work on the Paid Holiday when scheduled or required to do so;
 - (c) be employed at least thirty (30) days prior to the paid holiday.
- 23.03 An Employee obliged in the course of duty to work on a Paid Holiday shall be paid for all hours worked on the paid holiday at one and one-half times (1 1/2 X) their Basic Rate of Pay plus:
- (a) by mutual agreement between the Employer and the Employee, one (1) day's pay at the Basic Rate of Pay, to be paid out no later than the last day of June in a given year; or
 - (b) a day off with pay, to be taken at a time mutually agreed upon by the Employee and the Employer, however, if such time is not taken by the last

day of ~~June~~ **December** in a ~~given~~ **the next calendar** nyear it shall be paid out by the Employer at the Basic Rate of Pay applicable to that day at the time so worked.

- (c) An Employee obliged to work on Christmas Day or New Year's Day shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed to time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation;
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

23.04 When a Paid Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off or during an Employee's vacation, a Full-time Employee shall receive an alternate day off with pay at the Basic Rate of Pay, to be taken at a time mutually agreed upon by the Employee and the Employer, within thirty (30) calendar days of the date of the Paid Holiday. If no agreement is reached then the day(s) will be scheduled by the Manager. However, if such time is not taken by the last day of ~~June~~ **December** in a ~~given~~ **the subsequent calendar** year, it shall be paid out by the Employer at the Basic Rate of Pay applicable to that day at the time so worked.

23.05 No payment shall be made for any Paid Holiday occurring during a layoff or unpaid leave of absence.

- 23.06
- (a) Where possible, unless a Permanent Employee requests otherwise, they shall be scheduled so as to be given either Christmas Day or New Year's Day off.
 - (b) Where an Employee is granted Christmas Day off in accordance with 23.06(a), the Employer shall make efforts to schedule that Employee such that they shall receive two (2) consecutive days where the Employee shall not be obligated to work (i.e. December 24th and December 25th or December 25th and December 26th).
 - (c) Where an Employee is granted New Year's Day off in accordance with 23.06(a), the Employer shall make efforts to schedule that Employee such that they shall receive two (2) consecutive days where the Employee shall not be obligated to work (i.e. December 31st and January 1st or January 1st and January 2nd).

23.07

Casual and Temporary Employees

- (a) On each pay cheque Casual and Temporary Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of Paid Holiday benefits.
- (b) Casual and Temporary Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 18 / 22

DATE: Oct 18 / 22

ARTICLE 24
Annual Vacation

24.01

Definition:

for the purpose of this Article:

- (a) "Vacation" means vacation with pay.
- (b) "Vacation Year" means the twelve-month period commencing on the first day of January in each calendar year and concluding on the last day of December of each calendar year.
- (c) Regular Full time and Part time Employees will commence earning vacation entitlement upon the date of commencement of employment.
- (d) **Vacation shall accrue during approved paid leaves of absence (i.e. vacation, bereavement, sick leave, paid holidays).**

24.02

Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay calculated in hours in accordance with the following formula:
 - (i) during the first (1st) to sixth (6th) years of employment, one (1) hour paid vacation for each sixteen point six-seven (16.67) regular hours worked; and
 - (ii) during the seventh (7th) to thirteenth (13th) years of employment, one (1) hour paid vacation for each twelve and one half (12 ½) regular hours worked; and
 - (iii) during the fourteenth (14th) to nineteenth (19th) years of employment one (1) hour paid vacation for each ten (10) regular hours worked; and
 - (iv) during the twentieth (20th) and subsequent years of employment, one (1) hour paid vacation for each eight and one third (8.33) regular hours worked.
 - (v) Vacation may be taken as it is accrued. Except with the approval of the Employer, there shall be no carry over of vacation. Employees may not waive a vacation period in lieu of pay.
 - (vi) Vacation may be taken in hourly increments, where such hourly increments will not result in overtime costs
- (b) **Vacation Earning Portability**
where a voluntarily terminated Employee commences employment within three (3) months of the date of termination of employment with another Employer signatory to an agreement containing this provision, such Employees may at the discretion of the Employer, after one (1) year of service, receive vacation entitlement as though their employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

24.03

- (a) Notwithstanding Article 24.02, vacation with pay shall not accrue during

periods while:

- (i) on layoff; and
 - (ii) on unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; and
 - (iii) in receipt of compensation from the Workers' Compensation Board; and
 - (iv) on leave of absence in excess of thirty (30) calendar days for any reason
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

24.04

Time of Vacation

- (a) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by June 1st of each year. Where an Employee submits their vacation preference by September 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by October 31st of the same year. For the vacation period from July 1, 2020 to December 31, 2021, the Employer will post the vacation planner by January 31, 2020. Where an Employee submits their vacation preference by April 15, 2020, the Employer shall indicate approval or disapproval of that vacation request by May 31, 2020. The Employer shall post the vacation schedule planner by February 1st of each year (for the same vacation year). Where an Employee submits their vacation preference by March 1st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 1st of the same year. Vacation requests for January, February, March submitted in the same vacation year or the year prior shall not be unreasonably denied. A vacation period may be divided by mutual agreement between the Employee and the Employer. An Employee who chooses to divide their vacation may only exercise seniority rights as per 24.04(b) for one (1) vacation period per calendar year.
- (b) Seniority within each Classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. A request for vacation must be submitted on a vacation request form clearly indicating the last day worked and the day due to return to work.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.
- (f) An employee that fails to submit their vacation request by September 15th March 1st shall lose their choice by seniority

- (g) Only one Permanent Employee in each classification shall be granted vacation between December 18th to January 7th. The opportunity to take vacation during this period shall be offered on a rotational basis, beginning with the most senior Permanent Employee in each classification, where operational conditions allow.

24.05 Supplementary Vacation


- (a) The supplementary vacation as set out below are to be banked on the outlined supplementary vacation anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.
 - (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay.
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (b) Upon reaching the employment anniversary in (a), an Employee may elect to receive payment in lieu of banking supplementary vacation days.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Dec. 18 / 22



DATE: Oct 18 / 22

ARTICLE 29
Safety and Health

- 29.01 The Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Union shall have the right to designate three (3) members of the Bargaining Unit as members of the Health and Safety Committee, one of which will be the Co-Chairperson.
- 29.02 This Committee shall meet at least bi-monthly from September through June. Should there be an issue requiring immediate attention of the Committee, the Co-Chairperson shall call a special meeting of the Committee.
- 29.03 An Employee shall suffer no loss of earnings for attendance at these Committee meetings.
- 29.04 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- 29.05 Minutes of each meeting shall be taken and shall be approved by the Co-Chairpersons of the Committee. Copies of the minutes are to be posted on the Health and Safety board in each staff lunchroom within seven (7) working days after the meeting was held.
- 29.06 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date of the recommendation is made the Union Representative may direct that the item be referred to the Executive Director of the Employer forthwith. A written reply will be given within thirty (30) days of the presentation by the Committee.
- 29.07 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost. Employees accepting a position working with the elderly are responsible to the elderly to follow the public health recommendations for immunization except where allergies would prevent them from doing so.
- 29.08 Workplace Violence Prevention Strategy
- (a) Incidents of violence, verbal or physical, committed by a resident, visitor or resident's family member shall be reported by the Employee to their immediate out-of-scope supervisor. However, the Parties acknowledge that mental health conditions of residents must be taken into consideration. The immediate out-of-scope supervisor shall forward all incidents of violence to the Executive Director or designate. After an investigation is completed the investigation report, along with its corrective actions will be forwarded to the Health and Safety Committee.
 - (b) Violent incidents will be a standing item and tracked in the Health and Safety Committee minutes.
 - (c) The Health and Safety Committee may pro vide commendations to the Executive Director. The Executive Director will re ply to the Health and

Safety Committee Co-chairs prior to the following meeting wherever possible, or as soon as possible thereafter.

- (d) The Executive Director will report violent incidents to the Health and Safety Committee including the following:
 - (i) Type of incident (e.g. physical, verbal);
 - (ii) Nature of injuries;
 - (iii) Root cause(s);
 - (iv) Immediate action taken, if any;
 - (v) Response of Executive Director, if any.

29.07

The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.

- (a) Without limiting the generality of the foregoing it is the responsibility of the Employer to ensure, as far as it is reasonably practicable to do so:
 - (i) The health, safety and welfare of its Employees;
 - (ii) That its workers are aware of their rights and duties under the *Act*, its regulations and the Code;
 - (iii) Ensure that none of its employees are subject to, or participate in harassment or violence in the workplace;
 - (iv) Consult with the Health & Safety Committee to exchange information on health and safety matters, and to resolve health and safety concerns.
 - (v) Comply with the *Act*, the Regulations and the Code.
- (b) And it is the responsibility of the Employee to:
 - (i) Take reasonable care to protect the health and safety of the Employee and other workers working in the area where the work is being performed;
 - (ii) Use all devices and wear all personal protective equipment designated and provided by the Employer;
 - (iii) Refrain from causing or participating in harassment or violence;
 - (iv) Report to the Executive Director out-of-scope supervisor, or nurse in charge a concern about an unsafe or harmful worksite act that occurs or has occurred or an unsafe or harmful worksite condition that exists or has existed;
 - (v) Comply with the *Act*, the Regulations and the Code.

29.08

Right to Refuse Dangerous Work

An Employee may refuse to work or to do particular work at a work site in accordance with Part 4 of the Act.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE:

Oct. 18/22



DATE:

Oct 18/22

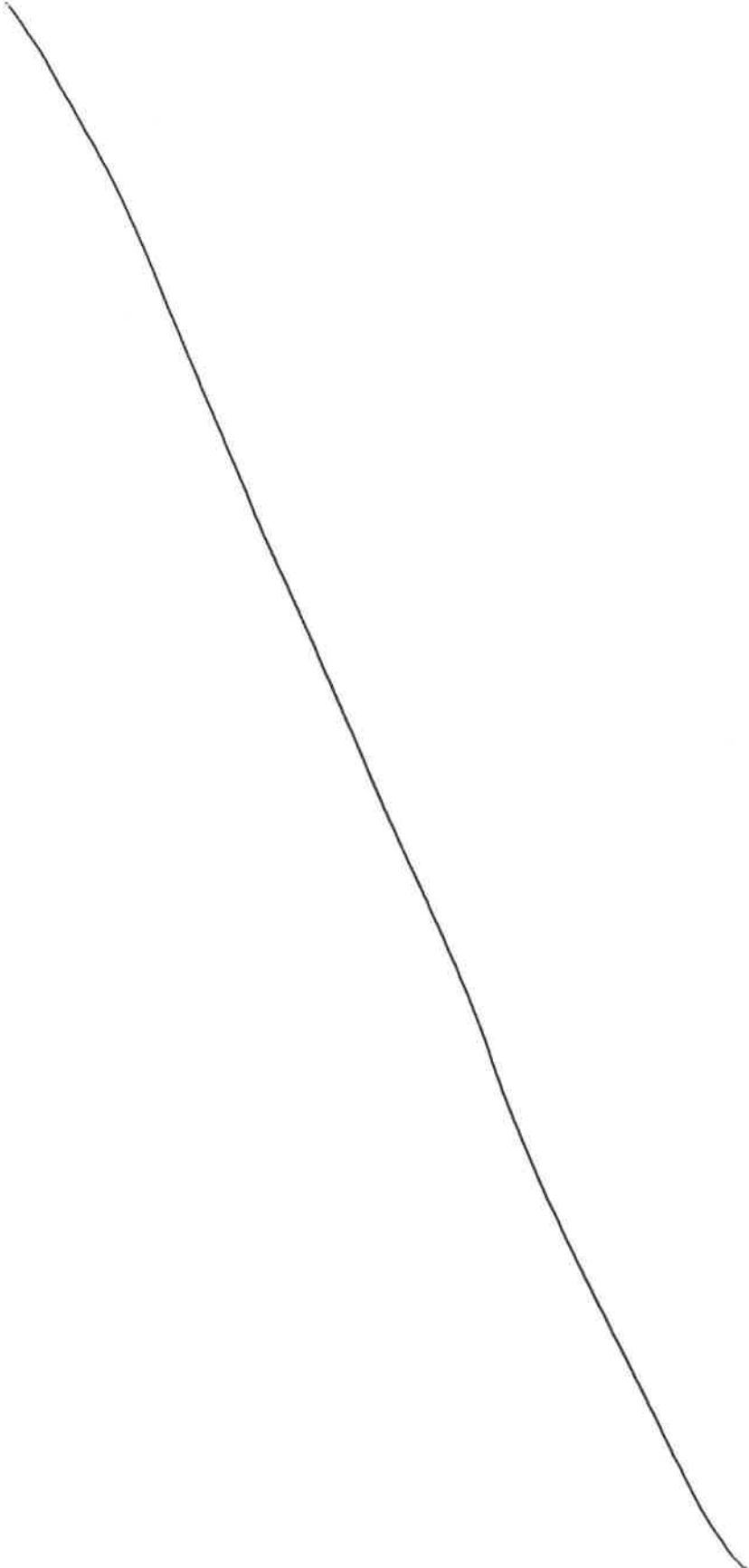
ARTICLE 32
Terms, Conditions and Benefits of Employment Applicable to
Temporary and Casual Employees

- 32.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.
- 32.02 Hours of Work
- (a) Hours of work for a casual Employee shall be governed by the shift length of the person they are replacing.
 - (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except where by mutual agreement.
 - (c) A Casual Employee will not be required to work in a manner where the ratio of workdays to non-workdays exceeds those outlined in Article 18.08.
- 32.03
- (a) No Casual Employee shall be scheduled except with their consent.
 - (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the day shift.
- 32.04 Casuals must make themselves available at least one (1) weekend per month, four (4) weeks during the months of July and August and available for Christmas Day or New Year's Day and provide availability at least one month in advance. If their availability changes, the Employee must notify the Employer. The Employer may terminate a Casual Employee's employment without just cause when that Employee has failed to make herself available in accordance with this Article.
- 32.05 Notwithstanding Article 24, a Casual Employee shall be paid out vacation pay on each cheque.
- 32.06 A casual employee must work at least one (1) shift every ninety (90) days. If a Casual Employee has not worked in a twelve (12) month period, the Employer may terminate a Casual Employee's employment without just cause upon providing that Employee five (5) days notice.
- 32.07 A grievance concerning a casual employee shall be settled in accordance with Article 9, except that the grievance shall be finally determined at Step 3 and shall not be a subject of arbitration under Article 9.07.
- 32.08 The provisions of the following Articles shall not apply to Temporary Employees:
- Article 15 - Layoff and Recall
 - Article 25 - Sick Leave
 - Article 27 - Health Benefits
 - Article 28 - Pension Plan
 - Article 30 - Leave of Absence except 30.03, 30.04 and 30.05 does apply

Article 31 - Terms and Benefits for Part-time Employees

32.09

All other Articles of this Collective Agreement shall apply except as specifically modified herein, in which case the modification shall supersede the Article.



- 32.10 (a) The Employer shall provide at least seven (7) calendar days written notice or seven (7) days' pay in lieu of notice of termination of a Temporary position.
- (b) A grievance concerning the termination of a Temporary Employee shall be final at Step 3 of the Grievance Procedure.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct. 17/22



DATE: Oct. 17/22

ARTICLE 36

Notice

36.01 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, or by receipted courier service, or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

The Executive Director
The Salvation Army Edmonton Grace Manor
12510 – 140 Avenue
Edmonton, Alberta T5X 6C4

and, in the case of the Union to:

The President
The Alberta Union of Provincial Employees
~~10451 – 170 Street~~ 10025 182 Street NW
Edmonton, Alberta ~~T5P 4S7~~ T5S 0P7

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: October 18/22

DATE: _____

ARTICLE 37

Salaries

- 37.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 37.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay excluding overtime hours following the completion of one thousand nine hundred and seventy-three point seven five (1973.75) hours worked with the Employer.
- 37.03 Recognition of Previous Experience
- (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained. The Employer may consider an adjustment to the basic rate of pay if submission of proof of previous experience is provided to the Employer within the first month of hire. Any adjustment to advance to the appropriate pay step will be effective on the date of submission of proof.
- (b) Previous experience will be recognized in complete yearly units.
- 37.04 Employees required by the Employer to attend mandatory staff meetings shall be paid at the applicable rate of pay for attendance at such meetings.
- 37.05 An Employee handling cash shall not be required to reimburse the Employer for shortages.
- 37.06 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct. 17/22

DATE: Oct. 17/22

Article 42 Preceptor Pay

Letter of Understanding #1 RE: SEVERANCE

Appendix A Registered Retirement Savings Plan

The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles as a result of any changes, modification and/or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union of the Employer during this round of collective bargaining

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 17/22



DATE: Oct 17/22

DELETE

LETTER OF UNDERSTANDING #2

between

THE SALVATION ARMY at
Edmonton Grace Manor

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/020)

RE: EMPLOYER SOCIAL FUND CONTRIBUTION

The parties agree to the following:

1. ~~In lieu of the Employment Insurance (EI) Rebate or Reduction, the Employer shall contribute seven hundred and fifty dollars (\$750.00) annually and the monies shall be placed in an EMAC social fund and will be administered by a Social Committee compromised of representatives from Union Employees and the Management Employees.~~
2. ~~The Social Committee shall be part of the Joint Committee – EMAC and shall examine and make recommendations regarding the payment of the Social Funds.~~

On behalf of the Employer

On behalf of the Union

Date

Date

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION





DATE: Oct. 19/22

DATE: Oct 19/22

LETTER OF UNDERSTANDING #3 - RE: ~~HEALTH BENEFIT SPENDING ACCOUNT~~ HEALTH & WELLNESS SPENDING ACCOUNT

A Flexible Health & Wellness Benefit Spending Account was implemented for all Employees eligible for benefits in accordance with Article 27. **Regular Full-Time and Part-Time Employees.**

1. A sum of ~~four hundred (\$400.00)~~ **five hundred (\$500.00)** dollars per each Regular Full-time Employee shall be allocated by the Employer to a Flexible Health & Wellness Benefit Spending Account for each eligible Employee effective **January 1st** ~~April 1st~~ of each **calendar** ~~financial~~ year.

~~Effective January 1, 2020 a sum of five hundred (\$500.00) dollars per each Regular Full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible Employee effective January 1st of each calendar year.~~

Effective January 1, 2024 a sum of five hundred-fifty dollars (\$550.00) per each Regular Full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible Employee effective January 1st of each calendar year.

Effective January 1, 2025 a sum of six hundred dollars (\$600.00) per each Regular Full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible Employee effective January 1st of each calendar year.

~~This Flexible Health Benefit & Wellness Spending Account shall be provided to Regular Part-time Employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as of December 1st of each calendar year.~~

2. Employees who, in the course of a ~~calendar~~ **calendar** financial year, are hired or transferred into a position which is eligible for the Flexible Health & Wellness Benefit Spending Account shall be:
 - (a) entitled to a Flexible Health & Wellness Benefit Spending Account on a pro-rated basis on the number of full months remaining in the ~~calendar~~ **calendar** financial year from the ~~date the benefit eligible~~ **date** position is attained; and
 - (b) eligible to use his/her Flexible Health & Wellness Benefit Spending Account for eligible expenditures incurred on or after the eligibility date ~~for benefits under Article 27.~~
3. Any unused allocation in an Employee's Flexible Health & Wellness Benefit Spending Account as of **December 31st** ~~March 31st~~ of each **calendar** ~~financial~~ year may be carried forward for a maximum of one (1) **calendar** ~~financial~~ year.
4. An Employee whose entitlement has terminated shall have one (1) month from the first of the month following his/her termination to submit a claim for eligible expenditures. For the purpose of this clause, eligible expenditures must have been incurred prior to termination.
5. **Regular Full-Time and Part-time employees are eligible to utilize this fund after three (3) months from their initial hire date in this regular position.**

6. ~~Regular Full-Time and Part-time employees who are eligible for benefits in accordance with Article 27 can utilize this fund for:~~

- ~~i) Expenses incurred which are in excess of what is covered in their benefit plan through Green Shield.~~
- ~~ii) Non-benefit coverage expenses e.g. Gym memberships, athletic equipment and other items as described in the Employee Health & Wellness Account Claim Form. This non-benefit coverage expenses are extended to the employee's spouse/partner and dependents. Only to employee's eligible dependents if their benefit plan covers for their dependents (Couple or Family Plan).~~

~~7. Regular Part-time employees who are not eligible for benefits in accordance with Article 27 can utilize this fund Only for themselves for:~~

- ~~i) Expenses incurred as described in the Group Health Benefits Plan.~~
- ~~ii) Other non-benefit coverage expenses e.g. Gym memberships, athletic equipment and other items as described in the Employee Health & Wellness Account Claim Form.~~

~~5-7. The Flexible Health & Wellness Benefit Spending Account shall be administered in accordance with the *Income Tax Act* and applicable regulations in effect during the course of operation of the Flexible Health & Wellness Benefit Spending Account.~~

~~6. Additionally, these funds may be used for eg. Gym memberships, athletic equipment, etc. by employees and eligible dependents covered under the benefits plan as described in Article 27. These funds may be utilized by eligible new employees after a period of three (3) months after their date of hire.~~

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION





DATE: Oct. 19/22

DATE: Oct 19/22

6. The parties further agree that the amendments to the Collective Agreement shall be effective as of October 1, 2022, except as provided otherwise in this Memorandum of Settlement and/or agreed items.
7. Retroactive pay shall be paid within 45 days from the date of ratification. It is agreed that the ratification date is the date on which the Union ratified the agreement.
8. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum of Agreement to their respective principals.
9. Following ratification, the parties agree to communicate for the purposes of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum of Agreement. The parties further agree communicate for the purposes of signing the final agreement.

THIS AGREEMENT DATED THIS 19th DAY OF OCTOBER 2022.



For the Union

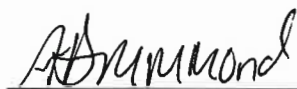


For the Employer



For the Union

For the Employer



For the Union

For the Employer



For the Union

For the Employer

The SALARY APPENDIX shall be amended to reflect the following general wage increases:

October 1, 2022: 1.25%.
 October 1, 2023: 1.25%.
 October 1, 2024: 1.25%.

Retroactivity

Any Employee whose employment has terminated prior to the date upon which this agreement is signed by the Employer and the Union, will be eligible to receive retroactively any increase in salary which they would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding agreement and ninety (90) days after the signing of this agreement, a written application for such retroactive salary.

All retroactive payments shall be made to all Employees within forty five (45) days of ratification.

SALARY APPENDIX

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Office Clerk	Current	\$21.84	\$22.62	\$23.40	\$24.18	\$24.97
	Oct 1, 2021	\$22.50	\$23.30	\$24.10	\$24.91	\$25.72
Laundry Attendant Housekeeper Dietary Aide	Current	\$16.64	\$17.30	\$17.98	\$18.70	\$19.43
	Oct 1, 2021	\$17.14	\$17.82	\$18.52	\$19.26	\$20.01
Prep Cook	Current	\$18.91	\$19.70	\$20.50	\$21.34	\$22.19
	Oct 1, 2021	\$19.48	\$20.29	\$21.12	\$21.98	\$22.86
Lead Cook	Current	\$21.50	\$22.38	\$23.28	\$24.20	\$25.17
	Oct 1, 2021	\$22.15	\$23.05	\$23.98	\$24.93	\$25.93
Lead Cook (Red Seal)	Current	\$22.50	\$23.38	\$24.28	\$25.20	\$26.17
	Oct 1, 2021	\$23.18	\$24.08	\$25.01	\$25.96	\$26.96
Laundry Operator Maintenance Custodian 1	Current	\$17.93	\$18.64	\$19.39	\$20.18	\$20.99
	Oct 1, 2021	\$18.47	\$19.20	\$19.97	\$20.79	\$21.62
Maintenance Custodian 2	Current	\$20.14	\$20.94	\$21.79	\$22.63	\$23.56
	Oct 1, 2021	\$20.74	\$21.57	\$22.44	\$23.31	\$24.27
Lead Environmental Services Worker	Current	\$22.00	\$23.00	\$23.98	\$24.93	\$25.93
Admin Assistant	Current	\$22.50	\$23.30	\$24.10	\$24.91	\$25.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Recreation Assistant	Current	\$21.40	\$22.50	\$23.24	\$23.86	\$24.70	\$25.23	\$25.96	\$26.74

	Oct 1, 2021	\$22.04	\$23.18	\$23.94	\$24.58	\$25.44	\$25.99	\$26.74	\$27.54
Health Care Aide	Current	\$21.50	\$22.60	\$23.34	\$23.96	\$24.80	\$25.33	\$26.06	\$26.84
	Oct 1, 2021	\$22.15	\$23.28	\$24.04	\$24.68	\$25.54	\$26.09	\$26.84	\$27.65
Licensed Practical Nurse	Current	\$28.03	\$29.23	\$30.40	\$31.61	\$32.80	\$33.93	\$35.29	\$36.70
	Oct 1, 2021	\$28.87	\$30.11	\$31.31	\$32.56	\$33.78	\$34.95	\$36.35	\$37.80

Effective October 1, 2019 a zero percent (0%) increase for all classifications on the salary appendix.

October 1, 2019 Lead Cook with Red Seal certification will get an additional one dollar (\$1.00) per hour at each step on the salary appendix.

October 1, 2019 a new step 5 will be added to the salary appendix for the Prep Cook and lead Cook


Effective October 1, 2020 a zero percent (0%) increase for all classifications on the salary appendix

Effective October 1, 2021 a three percent (3%) increase for all classifications on the salary appendix

Agreed.

FOR THE EMPLOYER

FOR THE UNION


Oct. 19/22


Oct 19/22