



COLLECTIVE AGREEMENT

BETWEEN

ST. MICHAEL'S GROVE MANOR

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 047 CHAPTER 016

OCTOBER 1, 2014 TO SEPTEMBER 30, 2018

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COLLECTIVE AGREEMENT made this 21<sup>st</sup> day of February, A.D., 2017.

ST. MICHAEL'S GROVE MANOR

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 047 CHAPTER 016

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

## ARTICLE 1

### TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement up to and including September 30, 2018, and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

## ARTICLE 2

### DEFINITIONS

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

- (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (ii) relieves for absences the duration of which is three (3) months or less; or
- (iii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
  - (i) for a specific job of more than three (3) months but less than six (6) months; or
  - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

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

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

### **ARTICLE 3**

#### **RECOGNITION**

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

- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.
- 3.03 For the purpose of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.

#### **ARTICLE 4**

##### **UNION MEMBERSHIP AND DUES DEDUCTION**

- 4.01 Employees shall be permitted to wear a lapel size pin representative of their Union during all hours of employment. The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to Article 38: Dress Code.
- 4.02 Membership in the Union is voluntary.
- 4.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made specifying the amounts of Union dues deducted and gross earnings of each employee. Such list shall include newly hired and terminated Employees. The Employer shall provide to the Union monthly, a listing of Employees specifying the following:
- (a) Name of Employee;
  - (b) Classification;
  - (c) Category (Regular, Temporary, Casual);
  - (d) Regular Hours of Work;
  - (e) Date of Hire
  - (f) Mailing Address
  - (g) Hourly Rate of Pay
- 4.04 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

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

**ARTICLE 6**

**NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 The foregoing shall not apply with respect to a refusal, limitation, specification or preference based upon a bona fide occupational requirement.
- 6.03 The Employer, Union and Employees agree that St. Michael's Grove Manor should be free from harassment. The Employer will investigate all complaints of harassment within the facility.

**ARTICLE 7**

**IN-SERVICE PROGRAMS**

- 7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance, including travel. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (a) CPR and First Aid (when established by the Employer as a mandatory qualification);
  - (b) Fire, evacuation and disaster procedures;
  - (c) Proper lifting and prevention of back injuries and proper use of equipment (for newly hired employees as soon as reasonably practicable);
  - (d) Workplace Hazardous Materials Information System (WHMIS).

- (e) Infection Control Protocol (for newly hired employees as soon as reasonably practicable);
  - (f) Safe Food Handling (when established by the Employer as a mandatory qualification).
- 7.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- 7.04 Employees who, with the prior approval of the Employer, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs, including payment for travel.

## ARTICLE 8

### PROBATIONARY PERIOD

- 8.01 An Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked. During the probationary period the Employee may be terminated for any reason, without:
- (a) notice; or
  - (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code), and shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.
- 8.02 The Employer shall provide a minimum two (2) shifts paid orientation period for all new Employees.
- 8.03 Subject to Article 10: Performance Evaluations/Personnel File, the Employer shall provide a performance evaluation of each probationary Employee at least once during her probationary period.
- 8.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

## ARTICLE 9

### SENIORITY

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

- 9.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 9.01.
- 9.03 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 23: Annual Vacation;
  - (b) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall
  - (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments, Transfers and Promotions;
  - (d) the selection of available rotations by Employees affected by a new master rotation that does not change an Employee's full time equivalency (FTE).
- 9.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
  - (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work;
  - (c) if an Employee does not return to work on recall, as provided in Article 32.07.
- 9.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union Representative, a seniority list containing the name and seniority date of each Regular Employee in the bargaining unit in chronological order. The designated Union Representative shall be responsible for the posting of the seniority list. The seniority list will be updated by the Employer and provided to the designated Union Representative not less frequently than every six (6) months thereafter.
- 9.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

## ARTICLE 10

### PERFORMANCE EVALUATIONS/ PERSONNEL FILE

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

- 10.02 Meetings for the purpose of the performance evaluation interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance evaluation document. The Employee shall sign her performance evaluation for the sole purpose of indicating that she is aware of the performance evaluation; and it has been discussed with her. An Employee shall have the right to respond in writing within ten (10) days of the performance evaluation interview, and that reply shall be placed in her personnel file.
- 10.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file in the Human Resource Office once each year or when the Employee has filed a grievance. An Employee when viewing her personnel file may be accompanied by a Union representative.
- (b) An Employee shall be given a copy of the contents of her personnel file upon request, but not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.
- 10.04 An Employee's performance evaluation shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.
- 10.05 The Employer's representative who conducts the performance evaluation shall be in a position outside the bargaining unit.

## ARTICLE 11

### APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 11.01 The Employer shall post within the facility notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required;
- (b) employment status.
- For information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.
- 11.02 Applications for vacancies, transfers or promotions, shall be submitted, in writing, for each position of interest to the Employee. Applications for vacancies, transfers or promotions shall be submitted to such officer of the facility as the Employer may designate.

- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 11.04 (a) When making promotions and transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills; education/training; knowledge; acceptable performance, and other relevant attributes; and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- (b) Subject to Sub-Clause 11.04(a), Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.
- 11.05 The Employer shall, within seven (7) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for seven (7) calendar days. The Employer shall provide the Employee with a letter confirming, the transfer, promotion or selection into the vacancy.
- 11.06 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of Rehabilitative Modified Work.
- 11.07 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

## ARTICLE 12

### HOURS OF WORK

- 12.01 Regular hours of work for full-time Employees, exclusive of meal periods, shall be:
- (a) seven point seven five (7.75) consecutive hours per day; and
- (b) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either:
- (i) two rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

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

the alternative to be applied shall be at the discretion of the Employer;

- (b) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each half shift of not less than four (4) hours;

- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.

- (b) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at one point five times (1.5X) her basic rate of pay rather than at straight time; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Clause 12.03(a), at one point five times (1.5X) her basic rate of pay rather than at straight time; or

- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one point five times (1.5X) her basic rate of pay.

12.04 Subject to Clauses 12.08 and 12.10 shift schedules shall be posted eight (8) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between shifts

- (ii) two (2) consecutive days of rest when possible;

- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

- (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, she shall be entitled to premium pay at two times (2X) her basic rate of pay for that shift. This section does not apply to cases where Clauses 12.08 and 12.10 has been applied in altering a shift schedule.

- 12.06 (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 12.07 When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at her basic rate of pay.
- 12.08 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without seven (7) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what would otherwise have been her off duty days.
- 12.09 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.
- 12.10 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.
- 12.11 On the date fixed by proclamation, in accordance with the Daylight 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 of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.12 Exchanging Shifts
- (a) Regular and Temporary Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and

- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (iii) once an employee has accepted an exchanged shift to be worked, the exchanged shift is now considered to be a scheduled shift.
- (b) Such a request shall be made in writing to the Employer and the Employer's reply shall be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

**ARTICLE 13**

**OVERTIME**

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- 13.02 The overtime rate of one and one-half times (1.5X) the applicable basic rate of pay shall be paid for the first two (2) overtime hours worked and two (2) times (2X) the applicable basic rate of pay for all hours beyond the first two (2).
- 13.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.
- 13.04 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second (2nd) shift at no cost.

**ARTICLE 14**

**SALARIES**

- 14.01 (a) The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- (b) Unless the Union is otherwise notified by the Employer, the Employer shall continue to administer the existing bi-weekly payroll system.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
  - (a) in the case of a Full-Time Employee, one (1) year of service; or

- (b) in the case of a Part-Time Employee, two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand eight hundred and fifty two point two five (1852.25) hours worked up to the maximum increment on the salary grid.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, she shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.
- 14.04 When an Employee is transferred to a classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.
- 14.05 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.
- 14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:
  - (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;
  - (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.
- 14.07 When a new classification is created under Clause 14.06, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Clause 37.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 14.08 Employees required by the Employer to attend staff meetings, and committee meetings (except as provided in Clauses 35.01 and 19.03) shall be paid at the applicable rate of pay for attendance at such meetings.
- 14.09 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
  - (a) Experience prior to a three (3) year lapse shall not be recognized.
  - (b) All experience shall be recognized on a year-for-year basis, up to the top increment in the salary scale.

**ARTICLE 15**  
**PYRAMIDING**

- 15.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 15.02 Where two or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

**ARTICLE 16**  
**SHIFT DIFFERENTIAL**

- 16.01 (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), Independent Living Assistant (w/o HCA certificate) or Activities Convenor (with diploma) a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or,
  - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
  - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (b) For all other Employees a shift differential of one dollar and seventy-five (\$1.75) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or,
  - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
  - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

- 16.02 (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), Independent Living Assistant (w/o HCA certificate) or Activities Convenor (with diploma) a shift differential of four dollars (\$4.00) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or,
  - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
  - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (b) For all other Employees a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or,
  - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
  - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

## ARTICLE 17

### WEEKEND PREMIUM

- 17.01 (a) For an Employee classified as Independent Living Assistant (w/HCA certificate), Independent Living Assistant (w/o HCA certificate) or Activities Convenor (with diploma) a weekend premium of three dollars (\$3.00) per hour shall be paid:
- (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or,

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

**ARTICLE 18**

**TEMPORARY ASSIGNMENTS**

- 18.01 When an Employee is required temporarily to perform the duties of a lower paid classification, her basic rate of pay will not be changed.

**ARTICLE 19**

**EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 19.01 An Employee-Management Advisory Committee (EMAC) shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.
- 19.02 The local representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed representatives to sit on the EMAC.
- 19.03 There will be no loss of pay for attendance at EMAC meetings.

**ARTICLE 20**

**RESIGNATION AND TERMINATION**

20.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment.

20.02 Vacation Pay on Termination

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Clause 20.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.

If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the rate vacation is being earned.

- (b) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

**ARTICLE 21**

**TRANSPORTATION**

21.01 A Regular Employee who is called back to the facility shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Regular Employee travels for such purpose by private automobile, reimbursement shall be at the rate established in the Employer's policy per kilometer from the Employee's residence to the facility and return.

21.02 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Clause 21.01.

**ARTICLE 22**

**NAMED HOLIDAYS**

22.01 (a) Regular Full-Time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labour Day       |
| Alberta Family Day    | Thanksgiving Day |
| Good Friday           | Remembrance Day  |
| Victoria Day          | Christmas Day    |
| Canada Day            | Boxing Day       |
| August Civic Holiday; |                  |

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

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

(b) In addition to the foregoing Named Holidays, Full-Time Employees who are in full-time employment with the Employer as of April 1st, shall be granted an additional holiday as a "Floater" holiday until an additional Named Holiday is proclaimed under Sub-Clause 22.01(a) at which time the "Floater" holiday will be replaced by the new Named Holiday and will be subject to the provisions of Sub-Clause 22.01(a). The "Floater" holiday will be scheduled by mutual agreement between the Employer and Employee. If the "Floater" holiday has not been taken by the last day of December in any given year, it shall be paid out.

(c) Notwithstanding the foregoing, while:

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

an Employee shall not be entitled to:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Named Holidays.

22.02 Subject to Sub-Clause 22.01(c), to qualify for a Named Holiday with pay the Employee must:

- (a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
- (b) Work on the holiday when scheduled or required to do so.

22.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) her basic rate of pay plus:

- (a) an alternate day off at a mutually agreed time, or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- (c) An Employee required to work on Christmas Day shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay plus:

- (i) an alternate day off at a mutually agreed time or,
  - (ii) failing mutual agreement within the thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- 22.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off at a mutually agreed time; or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her basic rate of pay.
- 22.05 The Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in this Article.
- 22.06 Unless an Employee requests otherwise in writing, she shall be scheduled so as to be given either Christmas Day or New Year's Day off on an alternating basis.

**ARTICLE 23**  
**ANNUAL VACATION**

- 23.01 Definition
- For the purpose of this Article:
- (a) "Vacation" means annual vacation with pay.
  - (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
  - (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.
- 23.02 (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
- (i) during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) years of employment an Employee earns a vacation at the rate of ten (10) working days;
  - (ii) during the fourth (4<sup>th</sup>) to ninth (9<sup>th</sup>) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
  - (iii) during the tenth (10<sup>th</sup>) to fourteen (14<sup>th</sup>) years of employment an Employee earns a vacation at the rate of twenty (20) working days;

(iv) during the fifteenth (15<sup>th</sup>) and subsequent years of employment an Employee earns a vacation at the rate of twenty-five (25) working days.

(b) Employee with less than a year of service

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

(c) Vacation Earning Portability

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

23.03 (a) Notwithstanding Clause 23.02, vacation with pay shall not accrue during periods while:

(i) on layoff; and

(ii) in receipt of compensation from the Workers' Compensation Board; and

(iii) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

23.04 Time of Vacation

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

- (b) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

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

## ARTICLE 24

### EMPLOYEE BENEFITS PLAN

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

- (a) Alberta Blue Cross Supplementary Medical Benefits Plan, or equivalent which provides eighty percent (80%) direct payment provision for eligible prescribed medication.
- (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Service.
  - (i) Effective October 1, 2013 Alberta Blue Cross Dental Plan or equivalent, which provides reimbursement of fifty percent (50%) of Major Service and fifty percent (50%) of Orthodontic Service.
- (c) Group Life and Accidental Death and Dismemberment Insurance:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic).

24.02 Enrolment by:

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

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

24.03 (a) Effective the date of ratification the premium costs shall be shared, sixty percent (60%) by the Employer and forty per cent (40%) by the Employee.

(b) Effective October 1, 2013 the premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

24.04 The Employer shall make available to eligible Employees brochures outlining current coverage in the above plans.

24.05 The Employer will provide one copy of each of the plans to the Union.

## **ARTICLE 25**

### **SICK LEAVE**

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

25.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

25.03 After an Employee has completed her probationary period she shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of fifty-four (54) working days provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of the probationary period.

25.04 Sick leave credits shall not accrue during:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of compensation from the Workers' Compensation Board;

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

25.05 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

- 25.06 Subject to Clauses 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at her basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 25.07 When an Employee has accrued the maximum sick leave credit of fifty-four (54) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 25.08 If a regular or temporary Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Where the Employer and the Employee agree in advance that it is reasonable and practicable to report to work prior to and after the appointment, the employee shall do so. Employees may be required to submit satisfactory proof of such appointment.
- 25.09 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Clause 25.06. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 25.06. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 25.06 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 25.10 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

- 25.11 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at a facility at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of her sick leave entitlement upon termination.
- 25.12 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
  - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
  - (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.
- 25.13 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice or such shorter period of notice mutually agreed to by the Employee and the Employer of her readiness to return to work and:
- (a) if an Employee is capable of performing the duties of her former position, she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability;
  - (b) if an Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
  - (c) It shall be deemed that the employment relationship has terminated, if the Employee is deemed to have permanent restrictions that cannot be reasonably accommodated by the Employer without undue hardship.
- 25.14 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 29: Regular Part-Time Employees.

## ARTICLE 26

### WORKERS' COMPENSATION

- 26.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (i) the Employee has sick leave credits available; and
  - (ii) the Employee meets the eligibility requirements for sick leave; and
  - (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Workers' Compensation Board.
- 26.02 An Employee receiving compensation benefits under Clause 26.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
  - (b) cease to earn vacation and sick leave credits subject to Clauses 23.03 and 25.04;
  - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 26.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her former position, shall provide the Employer with twenty-eight (28) days' written notice or such shorter period of notice mutually agreed to by the Employee and the Employer. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;

- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability;
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 24: Employee Benefits Plan or Article 25: Sick Leave.

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

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

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

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

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

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

## ARTICLE 27

### LEAVES OF ABSENCE

27.01 General Conditions

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

- (b) Except as provided in Sub-Clause 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above may result in the cancellation of coverage. Reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of her leave of absence.
- (g) When an Employee is on leave of absence without pay and is receiving WCB, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Clause 25.13 or 26.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

Union Representative

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

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

27.03 Negotiations

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

27.04 Parental Leave

(a) Maternity Leave

An Employee who has completed six (6) months' continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days' notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If, during, the twelve (12) week period immediately preceding the estimated date of delivery, the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave or EI Sub Plan benefits. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.

An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all of the period of the extension.

(b) Paternity Leave

A father-to-be who has completed six (6) months' continuous employment shall upon his written request, 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 forty (40) weeks.

- (c) An Employee on parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice, or such shorter period of notice mutually agreed to by the Employee and the Employer, in writing of their readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (d) Where an Employee is entitled to resume work pursuant to this Clause the Employer shall:
  - (i) reinstate the Employee in the position occupied when maternity or parental leave started; or
  - (ii) provide the Employee with alternative work of a comparable natureat not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.
- (e) In the event that during the period of an Employee's parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the workforce shall be in compliance with Clause 32.04.

27.05

#### Adoption Leave

- (a) An Employee who has completed six (6) months' continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) (i) Subject to section (ii) an Employee granted adoption leave shall provide the Employer with twenty-eight (28) days' notice, in writing of her readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of the undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the workforce shall be in compliance with Clause 32.04.

27.06

#### Compassionate Care Leave

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

27.07

#### Court Appearance

- (a) In the event a Regular or Temporary Employee is required to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of her employment with the Employer, the Employee shall:
- (i) suffer no loss of regular earnings at her basic rate of pay for the scheduled shifts so missed;

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

27.08

#### Bereavement Leave

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

27.09

#### Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family or any other pressing necessity requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) working days per year.

27.10

#### Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty (20) months of such period of leave.

- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

## ARTICLE 28

### REGISTERED RETIREMENT SAVINGS PLAN

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

## ARTICLE 29

### REGULAR PART-TIME EMPLOYEES

- 29.01 All provisions of this Collective Agreement shall apply to Regular Part-Time Employees, except:
- Article 12: Hours of Work
  - Article 13: Overtime
  - Article 22: Named Holidays
  - Article 23: Annual Vacation
  - Article 25: Sick Leave
- which are superceded by the following:
- 29.02 Hours of Work
- Regular hours of work for Part-time Employees, exclusive of meal periods, shall be:
- (a) up to seven point seven five (7.75) consecutive hours per day; and
  - (b) less than thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period.
- 29.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

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

the alternative to be applied shall be at the discretion of the Employer; or

(b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four hours;

(c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;

(d) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.

(e) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at one and one half times (1 1/2X) her basic rate of pay rather than at straight time; or

(ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 29.03(c), at one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or

(iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1 1/2X) her basic rate of pay.

29.04 Subject to Clause 29.09 shift schedules shall be posted eight (8) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

29.05 (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer, shift schedules shall provide for:

(i) at least fifteen point five (15.5) hours off duty between shifts;

(ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

(iii) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.

29.06 (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.

- (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 29.07 In the event an Employee's scheduled shift is cancelled with less than seven (7) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours' pay at the Employee's basic rate of pay.
- 29.08 (a) A Part-Time Employee may work additional shifts.
- (b) Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, which may include moving her scheduled days off, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate(s) provided in Clause 29.12:
- (i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or
- (ii) for work performed by the Employee on days in excess of the work ratio referred to in Clause 29.02.
- (c) Where the Employer requires a Part-Time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Clause 29.12.
- 29.09 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.
- 29.10 On the date fixed by proclamation, in accordance with the Daylight 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 of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 29.11 (a) Regular and Temporary Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Such a request shall be made in writing to the Employer and the Employer's reply shall be in writing.

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

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

29.12 Overtime

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

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

29.14 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay.

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

29.16 Named Holidays

(a) A Part-Time Employee required to work on a Named Holiday shall be paid at one and one-half times (1.5X) her basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) her basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

(b) A Part-Time Employee required to work Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two and one-half times (2 1/2X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

29.17 Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, four point six per cent (4.6%) of this rate per pay period in lieu of the Named Holidays.

29.18 Unless a Part-Time Employee requests otherwise, in writing, she shall be scheduled so as to be given either Christmas Day or New Year's Day off.

29.19

## Annual Vacation

### Definition

For the purpose of this Clause:

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

### 29.20 (a) Vacation Entitlement

Regular Part-Time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below, and shall receive vacation pay in accordance with Article 29.21:

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

### (b) Time of Vacation

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

(ii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

(c) Vacation Earning Portability

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

29.21 Vacation Pay

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

(a) four per cent (4%) during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) employment years; or

(b) six per cent (6%) during the fourth (4<sup>th</sup>) to ninth (9<sup>th</sup>) employment years; or

(c) eight per cent (8%) during the tenth (10<sup>th</sup>) to fourteenth (14<sup>th</sup>) employment years; or

(d) ten per cent (10%) during the fifteenth (15<sup>th</sup>) and subsequent employment years.

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

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

29.23 Sick Leave

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

29.24 On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one point five (1.5) working days for each full month of employment, up to a maximum of fifty-four (54) working

days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of her probationary period, nor for additional shifts worked pursuant to Clause 29.11. In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) periods while in receipt of compensation from the Workers' Compensation Board;

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

29.25 Part-Time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

29.26 Subject to the above, a Part-Time Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

29.27 When a Part-Time Employee has accrued the maximum sick leave credit of fifty-four (54) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

29.28 If a regular or temporary Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Where the Employer and the Employee agree in advance that it is reasonable and practicable to report to work prior to and after the appointment, the employee shall do so. Employees may be required to submit satisfactory proof of such appointment.

- 29.29 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 29.26. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "inpatient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 29.26. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing her usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 29.26 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 29.30 Upon request of a Part-Time Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 29.31 A Part-Time Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Part-Time Employee's probationary period. At the request of the Part-Time Employee, the Employer shall provide the Employee with a written statement of her accumulated sick leave entitlement upon termination.
- 29.32 A Part-Time Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 27.01 (f), for the duration of the illness or as provided below, whichever first occurs. The Part-Time Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:
- (a) if the Part-Time Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability;

(b) if the Part-Time Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;

(c) It shall be deemed that the employment relationship has terminated, if the Employee is deemed to have permanent restrictions that cannot be reasonably accommodated by the Employer without undue hardship.

### ARTICLE 30

#### TEMPORARY EMPLOYEES

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

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

which are superseded and replaced by the following:

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

### ARTICLE 31

#### CASUAL EMPLOYEES

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

- 31.02 (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.

(b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.

(c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds 5:2 averaged over six (6) calendar weeks.

(d) Hours of work shall be deemed to:

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

(ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or

(iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and

(iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.

(v) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.

(vi) If a Casual Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:

(a) for a rest period, at one and one-half times (1.5X) her basic rate of pay rather than at straight time; or

(b) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 31.02(d)(v), at one and one-half times (1.5X) her basic rate of pay rather than at straight time; or

(c) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1.5X) her basic rate of pay.

31.03 (a) No Casual Employee shall be scheduled except with her consent.

(b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

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

31.05 Overtime

(a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Casual Employee at the time overtime is worked.

(b) The overtime rate of one and one-half times (1.5X) the applicable basic rate of pay shall be paid for the first two (2) overtime hours worked and two times (2X) the applicable basic rate of pay for all hours beyond the first two (2) overtime hours.

(c) Pay for overtime hours worked on a Named Holiday shall be at the rate of two and one-half times (2 1/2X) the applicable basic rate of pay.

(d) In the event a casual Employee works a double shift the employee shall be provided with access to a meal and snacks during the second (2<sup>nd</sup>) shift at no cost.

31.06 Salaries

(a) The basic rate of pay for Casual Employees shall be as outlined in the Salaries Schedule.

(b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, a Casual Employee's basic rate of pay will be advanced to the next higher basic rate of pay following two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand eight hundred and fifty two point two five (1852.25) hours worked up to the maximum increment on the salary grid.

(c) Provided not more than three (3) years have elapsed since the experience was obtained, when a Casual Employee has experience satisfactory to the Employer, her starting salary shall be adjusted by applying the following:

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

**Shift Differential**

- (a) Independent Living Assistant (with HCA certificate), Independent Living Assistant (without HCA certificate) or Activities Convenor (with diploma):

A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

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

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

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

- (b) All other Employees:

A Shift Differential of one dollar (\$1.75) per hour shall be paid:

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

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

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

- (c) Independent Living Assistant (with HCA certificate), Independent Living Assistant (without HCA certificate) or Activities Convenor (with diploma):

A Shift Differential of four dollars (\$4.00) per hour shall be paid:

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

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

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

All premiums payable under this Article shall not be considered as part of the Casual Employee's basic rate of pay. Where applicable, a Casual Employee shall be eligible to receive both Shift Differential and Weekend Premium.

- (d) All other Employees:

A Shift Differential of one dollar and fifty cents (\$1.75) per hour shall be paid:

- (i) to Casual Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (ii) to Casual Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours;
- (iii) to Casual Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

All premiums payable under this Article shall not be considered as part of the Casual Employee's basic rate of pay. Where applicable, a Casual Employee shall be eligible to receive both Shift Differential and Weekend Premium.

31.08

#### Weekend Premium

- (a) Independent Living Assistant (with HCA certificate), Independent Living Assistant (without HCA certificate) or Activities Convenor (with diploma):

A Weekend Premium of three dollars (\$3.00) per hour shall be paid:

- (i) to Casual Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (ii) to Casual Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (iii) to Casual Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

(b) All other Employees:

A Weekend Premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (i) to Casual Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (ii) to Casual Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (iii) to Casual Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

All premiums payable under this Article shall not be considered as part of the Casual Employee's basic rate of pay. Where applicable, a Casual Employee shall be eligible to receive both Shift Differential and Weekend Premium.

31.09

#### Transportation

(a) A Casual Employee who is called back to the facility shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Casual Employee travels for such purpose by private automobile, reimbursement shall be at the rate established in the Employer's policy per kilometre from the Employee's residence to the facility and return.

(b) Where a Casual Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 31.09(a).

31.10

#### Named Holidays

(a) Casual Employees shall be paid at one point five (1.5 x) their basic rate of pay for all hours worked on the Named Holiday.

(b) Casual Employees shall be paid in addition to their basic rate of pay four point six (4.6%) of their basic rate of pay in lieu of the aforementioned Named Holidays.

Notwithstanding Article 31.10(a), a Casual Employee required to work on Christmas Day shall be paid at two times (2X) the Employee's basic rate of pay for work performed up to seven and three quarter (7 3/4) hours.

- 31.11           **Annual Vacation**  
Casual Employees shall be entitled to, in addition to their basic rate of pay, four per cent (4%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of fifteen (15) working days, and a further two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty (20) working days, and a further two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty-five (25) working days.
- 31.12           **Dues Deduction**  
Casual Employees shall be subject to dues deductions as provided in Article 4: Union Membership and Dues Deduction.
- 31.13           **Grievance Procedure**  
Casual Employees shall be covered by Article 37: Grievance Procedure.
- 31.14           **Appointments, Transfers and Promotions**  
    (a)       Subject to the criteria established in Article 11: Appointments, Transfers and Promotions, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.  
    (b)       The Employer shall post the name of the successful candidate in accordance with Clause 11.05.
- 31.15           A Casual Employee who transfers to regular full-time or part-time employment with the Employer shall be credited with the following entitlements earned during her casual period of employment provided not more than six (6) months have elapsed since she last worked for the Employer:  
    (a)       vacation entitlement; and  
    (b)       the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Clause 31.06.
- 31.16           **Temporary Assignments**  
When a Casual Employee is required temporarily to perform the duties of a lower paid classification, her basic rate of pay will not be changed.
- 31.17           **Probationary Period**  
Casual Employees shall be covered by Article 8: Probationary Period.
- 31.18           **Discipline and Dismissal**  
Casual Employees shall be covered by Article 33: Discipline and Dismissal.

**ARTICLE 32**  
**LAYOFF AND RECALL**

- 32.01           It is the exclusive right of the Employer to:
- (a)     establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the facility; and
  - (b)     assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.
- 32.02           (a)     The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, or WCB.
- (b)     When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
  - (c)     Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
  - (d)     To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
  - (e)     A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.

- (i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which she has the requisite skill, education/training, and knowledge to perform the work by selecting a position in the same classification which are vacant or, by selecting to displace an Employee with less seniority in the same classification. Following consultation with the Employee, the Employer shall place her in a position within the same classification where operational requirements permit in the same status for which she has the requisite skill, training and knowledge to perform the work.
- (ii) Where there are no positions of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in a lower pay grade.

32.03

Employees who:

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

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

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

32.05

Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

32.06

Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and her recall status shall not be adversely affected.

- 32.07 When increasing the work force, Employees shall be recalled in order of their seniority provided they possess the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 32.08 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 32.09 When an Employee is on approved leave of absence, or Workers' Compensation Benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- 32.10 Employees who have been reduced in regular hours of work through the application of this Article, shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.

### **ARTICLE 33**

#### **DISCIPLINE AND DISMISSAL**

- 33.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 33.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance.
- 33.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 33.04 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 33.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.

- 33.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the griever, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 33.07 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that 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 two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 33.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 33.09 Nothing in this Article prevents immediate suspension or dismissal for just cause.

#### **ARTICLE 34**

##### **BULLETIN BOARD SPACE**

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

#### **ARTICLE 35**

##### **HEALTH AND SAFETY**

- 35.01 The Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid her basic rate of pay for attendance at these committee meetings.
- 35.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.

- 35.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union Representative may direct that the item be referred to the President and C.E.O./designate, forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 35.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 35.05 The Employer shall have in place a harassment policy which may be reviewed annually by the Health and Safety Committee.

#### **ARTICLE 36**

##### **COPIES OF COLLECTIVE AGREEMENT**

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

#### **ARTICLE 37**

##### **GRIEVANCE PROCEDURE**

- 37.01 **Grievance Procedure**
- A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:
- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 37.05 except in cases of suspension or dismissal which will commence at Step 2; or

(b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 37.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

(c) A policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

37.02

#### **Authorized Representatives**

(a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.

(b) The Employer agrees that a Union Representative shall not be hindered, coerced or interfered with in any way in the performance of her functions while investigating disputes and presenting adjustment as provided in this Article. However, no representative shall leave her work without obtaining consent from her supervisor which shall not be unreasonably withheld. The Union representative shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

(c) The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of Authorized Representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

37.03

#### **Time Limits**

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

37.04

#### **Mandatory Conditions**

(a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

(b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

(c) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.

(d) A suspension or dismissal grievance shall commence at Step 2.

37.05

#### **The Grievance Procedure**

(a) Step 1

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

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

(b) Step 2

If:

(i) an individual grievance, within ten (10) days of discussing the grievance with her immediate supervisor in Step 1; or

(ii) a group grievance, within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

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

(c) Step 3

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

37.06

#### **Mediation**

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

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

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

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

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

37.07

**Arbitration**

- (a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
  - (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 37.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator; or
  - (iii) at the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Sub-Clause 37.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days or as soon as reasonably practicable and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, as soon as reasonably practicable.
  - (c) In the case of an Arbitration Board, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
  - (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.

- (e) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be shared equally between the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

**ARTICLE 38**

**DRESS CODE**

38.01 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.

### Salaries Schedule

	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Independent Living Assistant (with HCA Certificate)</b>	October 1, 2014	\$17.74	\$18.42	\$19.14	\$19.88	\$20.65	\$21.45	\$22.20
	October 1, 2015	\$17.95	\$18.64	\$19.37	\$20.12	\$20.90	\$21.71	\$22.47
	October 1, 2016	\$18.09	\$18.79	\$19.52	\$20.28	\$21.07	\$21.88	\$22.65
	*October 1, 2017							
<b>Activities Convenor (with Diploma)</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
	October 1, 2014	\$17.74	\$18.42	\$19.14	\$19.88	\$20.65	\$21.45	\$22.20
	October 1, 2015	\$17.95	\$18.64	\$19.37	\$20.12	\$20.90	\$21.71	\$22.47
	October 1, 2016	\$18.09	\$18.79	\$19.52	\$20.28	\$21.07	\$21.88	\$22.65
	*October 1, 2017							
<b>Senior Cook</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>			
	October 1, 2014	\$19.88	\$20.47	\$21.09	\$21.71			
	October 1, 2015	\$20.12	\$20.72	\$21.34	\$21.97			
	October 1, 2016	\$20.28	\$20.89	\$21.51	\$22.15			
	*October 1, 2017							
<b>Cook</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>			
	October 1, 2014	\$17.72	\$18.26	\$18.81	\$19.37			
	October 1, 2015	\$17.93	\$18.48	\$19.04	\$19.60			
	October 1, 2016	\$18.07	\$18.63	\$19.19	\$19.76			
	*October 1, 2017							
<b>Dietary Aide / Independent Living Assistant (without HCA certificate)</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>			
	October 1, 2014	\$15.60	\$16.07	\$16.56	\$17.05			
	October 1, 2015	\$15.79	\$16.26	\$16.76	\$17.25			
	October 1, 2016	\$15.92	\$16.39	\$16.89	\$17.39			
	*October 1, 2017							
<b>Activities Convenor (with certificate)</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		
	October 1, 2014	\$16.78	\$17.27	\$17.80	\$18.32	\$18.86		
	October 1, 2015	\$16.98	\$17.48	\$18.01	\$18.54	\$19.09		
	October 1, 2016	\$17.12	\$17.62	\$18.15	\$18.69	\$19.24		
	*October 1, 2017							
<b>General Support Worker</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>			
	October 1, 2014	\$15.69	\$16.17	\$16.64	\$17.14			
	October 1, 2015	\$15.88	\$16.36	\$16.84	\$17.35			
	October 1, 2016	\$16.01	\$16.49	\$16.97	\$17.49			
	*October 1, 2017							

\* Effective October 1, 2017 - Same salary percentage increase negotiated for the Alberta Health Services and AUPE Auxiliary Nursing Care (ANC) Collective Agreement .

**Retroactivity**

For Employees employed as of date of ratification to be on paid hours.

LETTER OF UNDERSTANDING

between

ST. MICHAEL'S GROVE MANOR

and

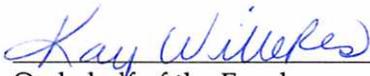
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE HEALTH SPENDING ACCOUNT

The following terms and conditions shall apply:

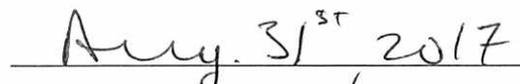
1. A Flexible Health Spending Account shall be implemented for all Employees eligible for employee benefit coverage in accordance with Article 24: Employee Benefits Plan, Clause 24.02.
2. A sum of two hundred and fifty dollars (\$250.00) shall be allocated by the Employer to a Flexible Health Spending Account for each benefit eligible regular full time Employee.  
Effective April 1, 2017 sum of three hundred and fifty dollars (\$350.00)
3. The Flexible Health Spending Account shall be provided to benefit eligible regular part time Employees on a pro-rated basis based upon their full time equivalency as of January 1 of each calendar year.
4. Any unused monies allocated in an Employee's Flexible Health Spending Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
5. The Flexible Health Spending Account may be utilized by Employees for purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the Employee Benefits Plans outlined in Article 24.
6. Where the Employer chooses to contract with an insurance carrier for the administration of the Flexible Health Spending Account, the administration of the Flexible Health Spending Account shall be subject to and governed by the terms and conditions of the applicable contract.

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

  
On behalf of the Employer

  
Date

  
On behalf of the Union

  
Date

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

Signed this 29th day of August, 2017.

ON BEHALF OF THE EMPLOYER

Kay Wilkes

Stus

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

C Smith

K Cherry

WITNESS