



**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**AND**

**COLUMBIA ASSISTED LIVING  
(AGECARE INVESTMENTS LTD.)**

**LOCAL 048 CHAPTER 018**

**April 1, 2017 to March 31, 2020**

## NUMERICAL TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
	Purpose and Preamble ..... 1
1	Term of Collective Agreement..... 2
2	Definitions..... 3
3	Recognition..... 5
3A	Application ..... 7
4	Union Membership and Dues Deduction ..... 8
5	Management Rights..... 9
6	No Discrimination/Harassment ..... 10
7	In-Service Programs ..... 11
8	Probationary Period ..... 12
9	Seniority ..... 12
10	Performance Appraisals ..... 14
11	Appointments, Transfers and Promotions..... 14
12	Hours of Work..... 16
13	Overtime ..... 20
14	Salaries..... 20
15	Notice of Subcontracting ..... 23
16	Shift Differential..... 23
17	Weekend Premium..... 23
18	Temporary Assignments ..... 24
19	Employee-Management Advisory Committee ..... 24
20	Resignation and Termination..... 24
21	Transportation..... 25
22	Named Holidays..... 25
23	Annual Vacation ..... 27
24	Employee Benefit Plan ..... 29
25	Sick Leave ..... 30
26	Workers' Compensation..... 33
27	Leave of Absence ..... 35
28	Education Allowance ..... 40
29	Regular Part-time Employees ..... 40
30	Temporary Employees..... 50
31	Casual Employees..... 50
32	Layoff and Recall ..... 56
33	Discipline and Dismissal ..... 58
34	Health and Safety..... 59
35	Copies of the Collective Agreement ..... 60
36	Grievance Procedure ..... 61
37	Casual Shifts ..... 65
38	Dress Code..... 65
39	Retirement Savings Plan..... 65
40	Practicum Student Trainer ..... 66
41	Handling Cash Receipts and Disbursements ..... 66
42	Legal Indemnification ..... 66
	Salary Schedule ..... 67
	Letter of Understanding #1 - Re: Mutual Agreement to Adjust FTEs ..... 70
	Letter of Understanding #2 - Re: Care Attendants Classification and HCA

Certification.....	71
Letter of Understanding #3 - Re: Implementing New Master Rotation and Shift Schedule Changes to Shift Rotations or Shift Patterns .....	72
Letter of Understanding #4 - Re: Domestic Violence Leave.....	74

ALPHA NUMERICAL TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
23 Annual Vacation .....	27
3A Application .....	7
11 Appointments, Transfers and Promotions.....	14
31 Casual Employees.....	50
37 Casual Shifts .....	65
35 Copies of the Collective Agreement .....	60
2 Definitions.....	3
33 Discipline and Dismissal .....	58
38 Dress Code.....	65
28 Education Allowance .....	40
24 Employee Benefit Plan .....	29
19 Employee-Management Advisory Committee .....	24
36 Grievance Procedure .....	61
41 Handling Cash Receipts and Disbursements .....	66
34 Health and Safety.....	59
12 Hours of Work.....	16
7 In-Service Programs .....	11
32 Layoff and Recall .....	56
27 Leave of Absence .....	35
42 Legal Indemnification .....	66
Letter of Understanding #1- Re: Mutual Agreement to Adjust FTEs .....	70
Letter of Understanding #2- Re: Care Attendants Classification and HCA Certification.....	71
Letter of Understanding#3- Re: Implementing New Master Rotation and Shift Schedule Changes to Shift Rotations or Shift Patterns .....	72
Letter of Understanding #4 - Re: Domestic Violence Leave .....	74
5 Management Rights.....	9
22 Named Holidays.....	25
6 No Discrimination/Harassment .....	10
15 Notice of Subcontracting .....	23
13 Overtime .....	20
10 Performance Appraisals .....	14
40 Practicum Student Trainer .....	66
8 Probationary Period .....	12
Purpose and Preamble .....	1
3 Recognition.....	5
29 Regular Part-time Employees .....	40
20 Resignation and Termination.....	24
39 Retirement Savings Plan .....	65
14 Salaries.....	20
Salary Schedule .....	67
9 Seniority .....	12
16 Shift Differential.....	23
25 Sick Leave .....	30
18 Temporary Assignments .....	24
30 Temporary Employees.....	50
1 Term of Collective Agreement.....	2

21	Transportation.....	25
4	Union Membership and Dues Deduction .....	8
17	Weekend Premium.....	23
26	Workers' Compensation .....	33

PURPOSE AND PREAMBLE

The Parties are mutually desirous of entering into a collective agreement to:

- (i) Maintain harmonious relations between the Employer and the Union;
- (ii) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

Now therefore, the Parties hereto agree as follows:

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise agreed, this Collective Agreement shall be in force and effect from and after the date of April 1, 2017 up to and including March 31, 2020 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) A new collective agreement is concluded,
  - (b) The right of the bargaining agent to represent the Employees is terminated, or
  - (c) A strike or lockout commences.
- 1.03 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
- 1.04 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

AgeCare  
Vice- President, Human Resources  
Walden Plaza  
19655 Walden Boulevard SE  
Calgary, AB T2X 0N7

and in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
Edmonton, AB T5P 4S7

ARTICLE 2  
DEFINITIONS

In this Collective Agreement:

- 2.01 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.02 "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.
- 2.03 "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.
- 2.04 "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.
- 2.05 "Centre" means Columbia named as the "Employer" in this Collective Agreement.
- 2.06 "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.
- 2.07 "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 the "Hours of Work" Article of this Collective Agreement;
    - (ii) "Part-Time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement.
  - (b) "Casual Employee" is one who:
    - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (ii) relieves for absences the duration of which is three (3) months or less; or
    - (iii) works on a call in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-Time or Part-Time position:
  - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
  - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; 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.

2.08 "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 Centre.

2.09 "Shift" means a daily tour of duty excluding overtime hours, including:

- (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- (b) "Shift Pattern" means days and/or evenings and/or night shifts.

2.10 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.

2.11 "Position" means:

- (a) the Employee status;
- (b) the classification and pay rates;
- (c) Full-time equivalency (FTE).

2.12 "Status" means either Full-time or Part-time or temporary or casual as defined above.

2.13 "Classification" means job title.

2.14 "Full-time Equivalency (FTE)" means the ratio of the scheduled bi-weekly hours for the position held by the Employee to the normal Full-time bi-weekly hours defined at Article 12 Hours of Work in the Agreement.

A Full-time equivalent is thirty-eight point seven five (38.75) paid hours of work per week.

- 2.15 "Health Care Aide" means an Employee who is certified or recognized for equivalency to certification or deemed competent as per Alberta Health Services Health Care Aide Certification Assessment Profile.  
Only Health Care Aides as defined above shall be employed as a Health Care Aide.
- 2.16 "Regularly Scheduled Hours" mean the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as described in the applicable job posting.
- 2.17 "Shift Cycle" means a pattern of days and/or evenings and/or night shifts and the period of time over which a Full-time or Part-time Employee's Regularly Scheduled Hours repeats itself.
- 2.18 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.19 "Union Steward" Shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.20 "Local" means a Local of AUPE.
- 2.21 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.22 "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the Health Professions Act and Regulations.

### ARTICLE 3

#### RECOGNITION

- 3.01 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 (a) Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit employee or reduce the hours of work or pay of any Employee.
- (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this agreement.

3.04 Union Representation

For the purposes of this agreement, the union shall be represented by:

- (a) Officers who are members of the local who are elected or appointed by the Employees to act on their behalf, and
- (b) the President of the Union, or Officers or Staff Members of the Union designated by the President, in writing pursuant to the Union's constitution, to perform specific functions pertaining to this agreement.
- (c) The Union shall provide the Employer with a current list of Officers and Union Representatives on an annual basis.

3.05 The Employer shall provide an exclusive bulletin board(s) to be placed in reasonably accessible locations 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. Content to be placed on the board shall be approved by the Employer prior to being posted. A response for a request to post a notice shall be provided by the Employer within twenty-four (24) hours of receipt of the request.

- 3.06
- (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. 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.
  - (b) An Employee shall have the right to wear the Union lapel pin/button during working hours.
  - (c) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Manager, Labour Relations or her designate.
  - (d) Union membership meetings may be held on Employer premises subject to the approval of Manager, Labour Relations or her designate.

The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to the Dress Code Article of this Collective Agreement.

3.07 Union Stewards

The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.

3.08 A current list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager.

3.09 Union Representatives Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. 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 plus a reasonable administrative fee.
- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

3.10 Negotiations

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

ARTICLE 3A

APPLICATION

3A.01 The Collective agreement shall apply to all Employees of the Bargaining Unit.

- 3A.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3A.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 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.
- 3A.04 In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 3A.05 The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.
- 3A.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3A.07 Where a conflict exists between a provision contained in this Collective Agreement and the Employer's policies, regulations, guidelines or directives cover the subject matter, the Collective Agreement shall apply.
- 3A.08 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both and similarly, the singular shall include the plural and vice-versa, as applicable.

#### ARTICLE 4

##### UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 All Employees have the following rights:
- (a) To be members of the Union and to participate in its lawful activities;
  - (b) To bargain collectively with the Employer through the Union;
  - (c) Membership in the Union is voluntary.
- 4.02 All Employees shall be required to pay Union Dues as a condition of employment. The Employer shall, therefore, deduct from each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

- 4.03 (a) 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 and the amount of the deduction. Such list shall include newly hired Employees.
- (b) 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.
- 4.04 The dues structures 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.
- 4.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.
- 4.06 (a) The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
  - identification number;
  - status (Full-time, Part-time, Casual);
  - classification (job title);
  - date of hire; and
  - the amount of deduction for each employee and the amount of the Employee's bi-weekly earnings.
- (b) Additionally, the Employer shall supply to the Union, two times (2X) each calendar year (April and October), a report from the Employer's records including the following Employee information:
- mailing address;
  - department;
  - copy of the master rotation identifying FTE;
  - hourly rate(s) of pay.

#### ARTICLE 5

#### MANAGEMENT RIGHTS

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

5.02 Without limiting the generality of the foregoing, AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the work force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

#### ARTICLE 6

#### NO DISCRIMINATION/ NO HARASSMENT

6.01 Discrimination

- (a) There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, color, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical disability, mental disability, ancestry, place of origin, source of income, family status or any other prohibited grounds as provided in the *Alberta Human Rights Code*;
- (b) Nor by reason of membership or non-membership or activity in the Union;
- (c) 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 Harassment/Bullying

Workplace Harassment, Workplace Bullying and Workplace Violence are defined in the Employers Respectful Workplace Policy as follows:

- (a) Workplace Harassment is any unwelcome conduct by an individual or group of individuals that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
- (b) Workplace Bullying is a repeated pattern of negative behaviour aimed at a specific person or group.
- (c) Workplace Violence is threatened, attempted or actual conduct of a person that causes or is likely to cause physical injury.

6.03 The Employer shall have a Discrimination /Harassment /Bullying Policy which will be made available to all Employees. A complaint of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation in accordance with Policy and Employees are required to cooperate with the investigation. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.

6.04 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a grievance or a complaint under the Alberta Human Rights Act.

6.05 Working Alone

Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a working alone safety plan, which adheres to Occupational Health and Safety Legislation.

The Union and the Employer recognize the right of the Employees to work in a safe and secure environment, and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.

6.06 Workplace Diversity

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on employer paid time, unless required otherwise for the care of the resident. However, while on unpaid time, Employees may speak any language.

## ARTICLE 7

### IN-SERVICE PROGRAMS

7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for all 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.

- (b) 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. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
    - (i) CPR and First Aid (When established by the Employer as a mandatory qualification);
    - (ii) Emergency preparedness including fire, evacuation and disaster procedures;
    - (iii) Proper lifting and prevention of back injuries;
    - (iv) Workplace Hazardous Materials Information System (WHMIS);
    - (v) Prevention and management of staff abuse.
- 7.02 (a) 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.
- (b) Employees required to attend such programs, on days off, shall be paid their regular rate of pay for attendance.
- 7.03 The Employer may make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency, including topics on prevention of resident abuse, *Protection for Persons in Care* legislation and regulations, privacy and client confidentiality.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01 An Employee shall serve a probationary period of four hundred and eighty (480) hours or six (6) calendar months (whichever comes first) worked for each period of continuous employment not interrupted by termination or dismissal. The probationary period may be extended for a period up to an additional four hundred and eighty (480) hours worked, exclusive of overtime hours worked. During the probationary period the Employee may be terminated for just cause.
- 8.02 The Employer shall provide a paid orientation period for all new Employees.
- 8.03 Subject to Article 10: Performance Appraisals, the Employer shall provide a performance appraisal to each probationary Employee at least once during her probationary period.

ARTICLE 9

SENIORITY

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

- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 9.01.

9.02 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 on a unit affected by a new master rotation (changes to shifts, shift cycles or shift patterns) that does not change an Employee's full time equivalency (FTE) or does change an Employee's full-time equivalency or employment status.
- (e) Distribution and allocation of casual shifts or any other available shifts or additional shifts/hours of work subject to the provisions specified in Article 38 - Casual Shifts.

9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twenty-four (24) 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.

9.04 The Employer will post on the Bulletin Board, a seniority list containing the name and seniority date of each regular and temporary Employee in chronological order. The seniority list will include the names of each casual Employee for information purposes.

The seniority list will be updated by the Employer not less frequently than every six (6) months. Copies of said seniority lists will be provided to the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

9.05 The Employer shall post every three (3) months a list of Casual Employees in order of date of hire with the Employer.

9.06 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 10

PERFORMANCE APPRAISALS

- 10.01 The Parties recognize the performance appraisal system is designed to effectively utilize and develop the Employees of Age Care Columbia.
- The performance appraisal system is an ongoing process of communication and support in accomplishing the objectives of Age Care Columbia.
- The ongoing process provides feedback, constructive accountability, and support to achieve outcomes by clarifying expectations, setting objectives, identifying goals, providing constructive feedback and reviewing results.
- 10.02 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the 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, excluding weekends and holidays an Employee may view her personnel file at Age Care Columbia once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union representative when viewing her personnel file.
- (b) An Employee shall be given a copy of the contents of her personnel file upon request, 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 appraisal 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 appraisal shall be in a position outside the bargaining unit.

ARTICLE 11

APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 11.01 Employer shall post within the Centre notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications and or competencies required;
- (b) employment status (Regular, Temporary or Casual);
- (c) Classification and master rotation/shift pattern (line #) and FTE;

- (d) wage range as per Collective Agreement;
- (e) if Temporary, the anticipated duration of such position; and
- (f) number of hours per shift based upon master rotation.

A copy of all postings shall be forwarded to the Union (Chapter Chairperson).

- 11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre 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) In filling a new position or vacancy, appointments shall be made on the basis of the skills, knowledge, training, experience, acceptable performance, and seniority of the applicants.
  - (b) The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
  - (c) Subject to Article 11.04(a), Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.
- 11.05 The Employer shall, within five (5) 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 ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- 11.06 At time of hire or transfer, or change of hours in accordance with Article 11 - Hours of Work, or change of employment status in accordance with Article 2.07, all Employees shall receive a letter, which shall include the following:
- (a) status (Regular, Temporary or Casual);
  - (b) classification and FTE;
  - (c) number of hours per shift based upon master rotation;
  - (d) date of hire and transfer (if applicable); and
  - (e) rate of pay (increment step).
- 11.07 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavor to reinstate the Employee in her former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of her former position.

11.08 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 Work.

11.09 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 the Full-Time Employees, exclusive of meal periods shall be:

- (a) seven point seven five (7.75) consecutive hours per day; or  
eight (8) hours per day on night shift, which is inclusive of paid rest and meal periods; and
- (b) thirty-eight point seven five (38.75) hours per week averaged over a two (2) week 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 paid rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours, or
  - (ii) one paid rest period of 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 ,and
  - (iii) the alternative to be applied shall be at the discretion of the Employer.
- (b) include, as scheduled by the Employer, one paid rest period of fifteen (15) minutes during each half shift of not less than three point five (3.5) 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 two times (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 Article 12.03(a), at two times (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 two times (2X) her basic rate of pay.

12.04 Subject to Article 12.12 and 12.13 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

- 12.05 (a) Shift schedules/rotations shall provide for:
  - (i) at least fifteen point five (15.5) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (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.
- (b) There shall be optional scheduling systems available, which may be applied upon mutual agreement, in writing, between the Employer and the Union.

This Article does not apply to cases where Articles 12.12 and 12.13 have 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 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.05.

- (b) The shift patterns which may be available are:
  - (i) days only;
  - (ii) evenings only;
  - (iii) nights only;
  - (iv) evenings and days (rotation);
  - (v) nights and evenings (rotation);
  - (vi) nights and days (rotation).
- (c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated the Employee may only alter that request by giving fourteen (14) weeks notice of intention.
- (d) Employees working shift choices (ii) (iii) and (v), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a named holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

12.08

- (a) 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) Such exchange shall not result in the payment of overtime
- (b) Where such a request is made in writing, the Employer's reply shall also 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.

12.09

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.

- 12.10 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.11 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.
- 12.12 Where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been her off duty days.
- 12.13 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 fourteen (14) calendar days notice of such change has been given.
- 12.14 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 fourteen (14) calendar days notice of such change has been given.
- 12.15 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.
- 12.16 Time off in Lieu of Overtime
- (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
    - (i) for those hours worked during the normal rest period, and
    - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Article 12.01, 12.04, 12.05 and Article 13: Overtime, shall have no application.
  - (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.02.

12.17 Flexible Hours of Work

- (a) Recreation Activity and Maintenance Employees only may work flexible hours and receive time off in lieu of flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off.
- (b) The Employee shall be paid for the time taken off in place of flexible hours at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

ARTICLE 13

OVERTIME

The Parties agree the article must comply with *Bill 17- Fair and Family- friendly Workplaces Act*.

13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day, forty-four (44) hours per week or eighty-eight (88) hours biweekly and/or on the scheduled days of rest for Full-Time Employees.

The Employer shall provide on each unit 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. Any unapproved overtime worked shall not be paid.

13.02 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

No Employee may waive their entitlement to overtime.

13.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Employee to exhaust all time in lieu prior to using vacation days. Time off not taken by the last day of March in any given year shall be paid out.

ARTICLE 14

SALARIES

14.01 The basic rates of pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement.

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 the completion of two thousand and twenty-two point seven five (2022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1813.5) regular hours actually worked to the maximum increment granted for Full-time and Part-time Employees.

Hours worked counted towards an Employee's next increment include hours worked or paid:

- (i) regular time;
- (ii) overtime;
- (iii) orientation and education;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days; and
- (vii) all paid absences;

#### Transfers

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.

#### Reclassifications

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 Article 14.06 above, 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 Article 37.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

#### Recognition of Prior Experience

14.08 When an Employee has experience satisfactory to the Employer, her starting salary shall be adjusted by applying the following formula as follows:

- (a) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
- (b) Additional time worked, measured in monthly units and not credited for the purposes on initial placement on the salary scale, shall be applied towards the calculation of the next increment.

#### Payments

14.09 Employees required by the Employer to attend staff meetings, and committee meetings (except as provided in Article 34.01) she shall be paid at the applicable rate of pay for attendance at such meetings.

14.10 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.

#### 14.11 Statement of Wages

The Employer shall, on every payday, provide to each employee a statement of wages of her pay period stating the gross amount and the net pay amount being deposited, the worked hours, rate(s) of pay, premium pay and all voluntary and statutory deductions for the pay period and for the year to date.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where the Employer provides such statements electronically, they will provide information to employees on how to access their information.

#### 14.12 Overpayment

Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.

By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

14.13 Underpayment

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options. The monetary or entitlement adjustments shall be made within two (2) pay periods.

ARTICLE 15

NOTICE OF SUBCONTRACTING

15.01 The Employer agrees that it is not the intention to contract out any work. However, should the Employer find it necessary to contract out work presently performed by members of the bargaining unit, Employees so displaced will be allowed to exercise their seniority rights subject to Article 32: Layoff and Recall.

15.02 The Employer will advise the Union one hundred and twenty (120) days in advance pending contracting out or if there is intention to sell the business.

15.03 The Employer will make every effort to have affected Employees transferred with the contract to the new Employer.

ARTICLE 16

SHIFT DIFFERENTIAL

16.01 Evening Shift

A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours 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.

16.02 Night Shift

Effective the date of ratification, a Shift Differential of four dollars and fifty cents (\$4.50) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

16.03 An Employee shall receive both Shift Differential and Weekend Premium in addition to basic rate of pay and overtime pay.

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

ARTICLE 17

WEEKEND PREMIUM

17.01 Effective upon ratification, a Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees for all hours worked in the period commencing fifteen hundred (1500) hours on a Friday to Monday at zero-seven hundred (0700) hours.

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

17.03 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium with regular and overtime pay.

ARTICLE 18

TEMPORARY ASSIGNMENTS

18.01 When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing she has the necessary skills, training and knowledge to perform the substantive duties of the higher paid classification. 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
- (a) An Employee-Management Advisory Committee 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.
  - (b) The EMAC shall meet at least every three (3) months.
  - (c) The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC.
  - (d) Employees shall be paid at their basic rate of pay for attendance at EMAC meetings.
  - (e) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer and may include concerns relative to resident care including staffing and workload issues.

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

An Employee who resigns shall receive wages and vacation pay to which she is entitled, at the Employee's regular earnings rate to the date of termination.

20.03 An Employee shall return any company property distributed for the purpose of doing their assigned work.

ARTICLE 21

TRANSPORTATION

- 21.01 Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense including the cost of a taxicab from the Centre to their place of residence.
- 21.02 Where a regular Employee is assigned duties necessitating the use of the Employee's automobile, the Employee shall be reimbursed at the rate of forty-four cents (\$0.44) per kilometer.

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 (Heritage Day)
- (b) and any day proclaimed to be a holiday by
- (i) the Government of the Province of Alberta and/or
  - (ii) 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 Centre is located.
- (c) Any of the following faith based named holidays:
- Good Friday
- Christmas Day
- may be exchanged within the same calendar year for any religious holiday of ones' own faith at the request of the Employee.
- The Employee shall provide at least twenty-one (21) calendar days notice of the request.

- 22.02 Notwithstanding the foregoing, while:
- (a) on layoff; or
  - (b) in receipt of compensation from the Workers' Compensation Board; or
  - (c) on other leaves of absence with pay 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.
- 22.03 Subject to Article 22.02, 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.
- 22.04 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at two times (2X) 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.
- 22.05 An Employee who works overtime on a Named Holiday in accordance with Article 22: Named Holidays, shall not apply for overtime hours worked on the Named Holiday but shall be paid at a rate of two and one-half times (2 1/2 X) the applicable Basic Rate of Pay.
- 22.06 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/or hours 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.
- 22.07 The Employer shall schedule an Employee in such a manner to provide her with days off on at least two (2) of the actual Named Holidays as provided in this Article, unless an Employee requests otherwise in writing.

22.08 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. The Employee shall have two (2) consecutive days where she or he will not be obliged to work (i.e. December 24 and 25, or December 25 and 26, December 31 and January 1, or January 1 and 2.

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 January in each calendar year and concluding on the last day of December of the same calendar year.
- (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

23.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay, which can be taken following completion of the probationary period and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;
  - (ii) during the fifth (5<sup>th</sup>) to sixteenth (16<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty (20) working days; and
  - (iii) during the seventeenth (17<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 (1<sup>st</sup>) day of January 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  
The Employer shall provide each Employee with a bi-weekly report of their vacation accrual in hours.

- 23.03 (a) Notwithstanding Article 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.
- (b) Where an Employee submits her vacation preferences twice per year by March 15th and September 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th and October 30th of the same year.
- (c) The Employer shall advise the Employee within twenty-one (21) days of the vacation request outside (a) and (b) above confirming approval or disapproval.
- (d) A Regular Employee shall have the right to utilize vacation credits provided that the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (e) Regular Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Regular Employees may carry forward one (1) week of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the one week) before the end of each year - December 31st.
- (f) Any unused vacation credits beyond one (1) week will be scheduled by mutual agreement.
- (g) An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager. A request to carry forward unused vacation credits shall not be unreasonably denied.

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 the 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 be implemented.

24.02 The Employer will establish and provide the following benefit plans:

(a) Desjardins Supplementary Benefits Plan, or equivalent, which provides eighty percent (80%) payment provision for all physician or dentist prescribed medication costs up to a maximum of three thousand dollars (\$3,000) per benefit year per insured (implemented effective January 13<sup>th</sup>, 2019).

(b) A benefits plan inclusive of:

(i) Group Life Insurance, insuring to the amount of one times (1X) annual salary with a minimum of twenty-five thousand (\$25,000) dollars (implemented effective January 13<sup>th</sup>, 2019).

(ii) Accidental Death and Dismemberment (Basic);

(iii) Desjardins Dental Plan, or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Dental Fee Guide or equivalent.

A maximum annual reimbursement of twenty-five hundred dollars (\$2500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2500) per insured person.

(c) Desjardins Supplementary Benefits Plan

Direct Billing electronic pay card (implemented effective January 13<sup>th</sup>, 2019)

Following the ratification of the Agreement, there will be an open enrolment period of thirty (30) days for Employees not currently participating in the health benefit plans.

- 24.03 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 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.

24.04 The premium costs shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

24.05 The Employer shall make available to eligible Employees brochures outlining the above plans.

24.06 The Employer will provide one (1) copy of each of the plans to the Union.

24.07 The Employer shall notify the Union of any changes to the health benefit plans.

24.08 The Employer shall advise the Union of all premium rate changes.

24.09 The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.

#### ARTICLE 25

#### SICK LEAVE

- 25.01
- (a) 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 Medical Officer of Health.
  - (b) 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 medically verified therapy shall be considered sick leave.

- 25.02 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 twelve (12) hours for every one hundred and seventy-three (173) paid hours to a maximum credit of six hundred and twenty (620) hours. Provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. 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.
- 25.03
- (a) Employees reporting sick shall advise the Employer at a minimum of two (2) hours prior to the start of her shift and as soon as possible. An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.
  - (b) Based on operational requirements, the Employer shall make every reasonable effort to replace Employees who are off work due to illness.
  - (c) No Employee shall be responsible for replacing themselves when off work due to illness.
- 25.04 Subject to Article 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.
- 25.05 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in excess of three (3) days. Payment of sick leave benefit shall not be effected until required substantiation has been supplied. The Employer may require a doctor's certificate for one (1) or more days absence but such requirement shall not be unreasonably imposed.
- 25.06 When an Employee has accrued the maximum sick leave credit of six hundred and twenty (620) paid hours 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.

- 25.07 If an Employee requires time off for the purpose of attending a dental, or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 25.08 (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 25.04. 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 Article 25.04. 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 25.04 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.
- 25.09 Upon request of an Employee, but not more frequently than twice a year, the Employer shall advise an Employee of her accrued sick leave credits. The Employee shall give the Employer not less than one (1) day's notice (excluding weekends and holidays).
- 25.10 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.

25.11 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 Article 27.01(f), 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.

- (a) if the 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 the 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) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
  - (i) is not capable of resuming work pursuant to section (a), or
  - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

25.12 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 Promotion, Article 12: Hours of Work, Article 29: 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.
  - (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 Article 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 Health Benefits;
- (b) cease to earn Vacation and Sick Leave credits subject to Articles 23.03 and 25.02;
- (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 of readiness to work. 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 Plans 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; and Article 29: Regular Part-Time Employee.

- 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 Article 26.03(a); or
  - (b) for whom, after a reasonable effort having been made pursuant to Article 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.
- 26.07 The Employer shall be responsible for replacing Employees who are off work due to injury.

#### ARTICLE 27

#### LEAVE OF ABSENCE

- 27.01 General Conditions
- (a) The Parties agree the article shall comply with *Bill 17- Fair and Family-friendly Workplaces Act*.  
  
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 four (4) weeks in advance, except that in extenuating circumstance 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 operational requirements and 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) For the purposes of this Article, Leaves of Absence shall not be granted, nor continued, for the purpose of working for another Employer except for instances of volunteer work.

- (c) Except as provided in Article 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. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the Payroll Department for the full amount of the premiums. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (d) An Employee who has been granted leave of absence and overstates 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 benefits, she may continue participation in the AgeCare Columbia Employee Benefit Plan for the period of her employment pursuant to Article 26.02 whichever is applicable from the last day of paid sick leave, by paying the Employee share of premium costs to the Employer.
- (h) All Employees returning early from a leave of absence in excess of thirty (30) days shall provide a minimum of fourteen (14) days written notice.

## 27.02

### Maternity Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery.

Leave may start with shorter notice when the Employee is medically unable to continue to perform her duties.

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.

Maternity Leave shall not exceed (16) sixteen weeks unless mutually agreed otherwise between the Employer and the Employee.

- (b) 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 the period of the extension.

27.05

Parental/Adoption Leave

- (a) A parent who has completed ninety (90) days continuous employment shall upon her written request be granted an unpaid leave for up to sixty-two (62) weeks without pay within the seventy-eight (78) weeks of the child's birth.
- (b) An Employee on maternity leave or parental leave or adoption leave shall provide the Employer with at least twenty-eight (28) calendar days notice, 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.
- (c) In the event that during the period of an Employee's Parental / Adoption 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 / 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 working force shall be in compliance with Article 32.04.
- (d) Parental / Adoption leave described above may be taken wholly by one of the parents or shared by both parents.
- (e) If two (2) Employees are parents to the same child. The Employers is not required to grant parental leave to more than one (1) Employee at a time.
- (f) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one (1) days 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.

27.06

Court Appearance

- (a) In the event a Regular or Temporary Employee is required by law 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 Article of this Collective Agreement;
  - (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) and 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 shifts 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.

27.07

#### Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence 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, brother-in-law, sister-in-law, grandparent, grandchild, 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. For the first three (3) days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer shall 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.
- (d) Employer shall be responsible for replacement of Employee, while Employee is off for Bereavement Leave.

27.08

### Family Responsibility Leave

Each calendar year, each regular and temporary Employee shall be entitled to five (5) Family Responsibility leave days, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention.

For each of the Family Responsibility leave days with pay, the Employee shall use either a vacation day with pay, a banked day with pay in lieu of a Named Holiday or banked overtime or unpaid leave of absence subject to the Employer's prior approval.

Wherever possible, one (1) week's notice shall be given unless in the event of an emergency.

"Immediate family" shall mean the parents of the Employee, the Employee's spouse or dependent children.

An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Family Responsibility Leave.

27.09

### Compassionate Care Leave

(a) When an Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within twenty-six weeks, the Employee shall be entitled to job protected leave of absence without pay for up to twenty-seven (27) weeks.

(b) Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e), common law partner or child including parent or child of the spouse or common law partner in accordance with the compassionate care benefit under *Employment Insurance* legislation.

(c) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the *Employment Insurance* legislation. Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

(d) A Regular Employee shall continue to be covered according to the Health benefit plan and policy conditions throughout the period of Leave Without Pay. The Employee shall be responsible for the full payment of all premiums.

(e) Critical Illness of a Child Leave

Employees will be granted unpaid leave up to 36 weeks of job protection for parents of critically ill or injured children in accordance with *Employment Insurance (EI)* legislation.

(f) Death or Disappearance of a Child Leave

Employees will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with *Employment Insurance (EI)* legislation.

- 27.11 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 Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) 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

EDUCATION ALLOWANCE

- 28.01 Where an Employer requires an Employee to be certified (i.e. HCA) the Employer shall have the right to approve the location where the education is to be obtained. The Employee must have successfully completed and passed the program. Upon completion of three (3) months of employment the Employer will reimburse the Employee the full cost of certification in equal payments over a period of three (3) months.

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 superseded by the following:

- 29.02 Hours of Work
- Regular hours of work, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over a two (2) week cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a five (5) calendar week period.

- 29.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

- (b) one (1) paid 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
- (c) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of not less than three point five (3.5) hours; and
- (d) 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 (4.0) hours;
- (e) 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.
- (f) 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 two times (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 Article 29.03(e), at two times (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 two times (2X) her basic rate of pay.

29.04 Subject to Article 29.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a representative of 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:

- (i) shift schedules shall provide for at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an Employee shall not be scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean 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.

- (b) There shall be optional scheduling systems available, which may be applied upon mutual agreement, in writing, between the Employer and the Union.

If an Employee is required by the Employer to change shifts schedules/rotations 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 in cases where Article 29.12 has been applied in altering a shift schedule.

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

29.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 29.05.

(b) The shift patterns that may be available are:

- (i) Days only;
- (ii) Evenings only;
- (iii) Nights only;
- (iv) Evenings and days (rotation);
- (v) Nights and evenings (rotation);
- (vi) Nights and days (rotation).

(c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied provided however that the Employer shall have the right to assign periods of day duty totaling not more than one-hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year for the purpose of maintaining proficiency. When a request to work evenings or nights only is accommodated, the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.

(d) Employees working shift choices (ii), (iii) and (v), shall be assigned day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on, or for a named holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.

Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

- 29.08 (a) 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; and
  - (iii) Such exchange shall not result in the payment of overtime.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchanges shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.
- 29.09 When the Employee reports as scheduled and directed by the Employer to leave and return to work for a later shift, the Employee shall be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's basic rate of pay.
- 29.10 A Regular Part-Time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 29.11 (a) A Part-Time Employee may work additional shifts.
- (b) Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29.14:
- (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 Article 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 Article 29.14.
- 29.12 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 fourteen (14) calendar days' notice of such change has been given.
- 29.13 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 (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 29.14 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) hours in a day or seventy seven point five (77.5) hours in a two (2) week period of the shift schedule, in which event Articles 29.02, 29.04, 29.05, 29.12 and 29.14 have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked these hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime in accordance with Article 13.02.

29.15 Flexible Hours of Work

- (a) Recreation Activity and Maintenance Employees only may work flexible hours and receive time off in lieu of flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off.
- (b) The Employee shall be paid for the time taken off in place of flexible hours at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

Overtime

The Parties agree the article must comply with *Bill 17- Fair and Family- friendly Workplaces Act*.

- 29.16 (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of seven point seven five (7.75) hours per day or seventy-seven point five (77.5) hours averaged over two (2) weeks.
- The Employer shall provide on each ward or unit overtime forms, which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.
- No Employee may waive their entitlement to overtime.
- (b) 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.
- (c) The Employer shall designate an individual who may authorize overtime.

Named Holidays

- 29.15 A Part-Time Employee required to work on a Named Holiday shall be paid at two times (2X) her basic rate of pay for all hours worked.
- 29.16 Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, at least five percent (5.0%) of the Employee's average daily wage based upon the Employee's wage, general holiday pay and vacation pay in the previous four (4) week period, per pay period in lieu of the Named Holidays.
- 29.17 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 such that the Employee shall have two (2) consecutive days where she or he will not be obliged to work (i.e. December 24 and 25, or December 25 and 26; December 31 and January 1, or January 1 and 2).

Annual Vacation

- 29.18 Definition:  
"Vacation" means annual vacation with pay.
- 29.19 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:  

Hours worked	X	the applicable %	=	number of hours
at the rate specified		outlined below		of paid vacation time
in Article 29.19(b).				to be taken.

  - (i) up to one year six percent (6%) of earnings as per Article 23.02(b)
  - (ii) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) years of such employment an Employee earns a vacation at the rate of six percent (6%) ;
  - (iii) during the fifth (5<sup>th</sup>) to sixteenth (16<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of eight percent (8%); and
  - (iv) during the seventeenth (17<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of ten percent (10%).
- (b) For the purposes of Article 29.29(a), hours worked shall include hours worked and paid at the Basic Rate of Pay, and sick leave with pay in accordance with Article 29.21 - 29.32.
- (c) The Employer shall provide on the payroll statement a bi-weekly report of their vacation accrual in hours.
- (d) Vacation accrued can be taken upon completion of the probationary period.

29.20

(a) 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 the 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 twice per year by March 15th and September 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th and October 30<sup>th</sup> of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
  - (ii) The Employer shall advise the Employee within twenty-one (21) days of the vacation request outside 29.20(a)(i) confirming approval or disapproval.
  - (iii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
  - (iv) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
  - (v) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
  - (vi) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.
  - (vii) 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 the premium pay, the time so worked will be rescheduled as vacation leave with pay.
- (b) The Employer upon termination of an Employee shall provide the Employee with a written statement of her vacation entitlement.

Sick Leave

29.21

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.

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 medically verified therapy shall be considered sick leave.

29.22 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 twelve (12) hours for every one hundred and seventy-three (173) hours of employment, up to a maximum of six hundred and twenty (620) hours 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. 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 Article 29.11. In the case of:

- (i) illness;
- (ii) injury;
- (iii) layoff;
- (iv) leave of absence;
- (v) 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.

- 29.23
- (a) Part-Time Employees reporting sick shall advise the Employer at a minimum of two (2) hours prior to the start of her shift and as soon as possible. An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.
  - (b) Based on operational requirements, the Employer shall make every reasonable effort to replace Employees who are off work due to illness.
  - (c) No Employee shall be responsible for replacing themselves when off work due to illness.

29.24 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.

29.25 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in excess of three (3) days. Payment of sick leave benefits shall not be affected until required substantiation has been supplied. The Employer may require a doctor's certificate for one (1) or more day's absence, but such requirement shall not be unreasonably imposed.

- 29.26
- (a) When a Part-Time Employee has accrued the maximum sick leave credits as per Article 29.22, 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.

- (b) An Employee who has accrued sick leave credits under the terms of this Collective Agreement and who then has a decrease in their regular scheduled hours such that their new maximum sick leave entitlement is less than the amount the Employee has accrued shall have the excess put in abeyance until such time as the Employee's regular scheduled hours increase.

29.27 If an Employee requires time off for the purpose of attending a dental, or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours. If the absence is longer than two (2) hours the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

29.28 (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 25.04. 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 25.04. 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 25.04 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.

29.29 Upon request of an Employee but not more frequently than twice a year, the Employer shall advise an Employee of her accrued sick leave credits.

29.30

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 Article 27.01(f), 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 of readiness to return to work and:

- (a) if the 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 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) at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee
  - (i) is not capable of resuming work pursuant to section (a), or
  - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

29.31

- (a) Regular Part-Time Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
  - (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) hours in a day or seventy seven point five (77.5) hours in a two (2) week period of the shift schedule, in which event Articles 29.02, 29.04, 29.05, 29.12 and 29.14 have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked these hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime in accordance with Article 13.02.

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 24: Employee Benefits Plan, prior to the completion of six (6) months of continuous service;
  - (b) Article 32: Layoff and Recall;
- 30.02
- (a) A Temporary Employee shall not have the right to grieve the termination of her employment if such termination occurs at the end of the period for which she was hired.
  - (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, of this Collective Agreement when no longer required in that capacity.
- 30.03 Temporary employees shall be paid, in addition to their basic rate of pay, at least five percent (5.0%) of the Employee's average daily wage based upon the Employee's wage, general holiday pay and vacation pay in the previous four (4) week period, per pay period in lieu of the Named Holidays.

ARTICLE 31

CASUAL EMPLOYEE

- 31.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.
- Hours of Work
- 31.02
- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day or seventy seven point five (77.5) hours in a two (2) week period.
  - (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 in two (2) calendar weeks.
  - (d) Hours of work shall be deemed to:
    - (i) include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

- (ii) one (1) paid 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) paid rest period of fifteen (15) minutes during each half shift of not less than three point five (3.5) 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 in addition to shift differential and weekend premium.
- (vi) 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:
  - (a) for a rest period, at two times (2X) 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 Article 31.02(d)(v), at two times (2X) 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 two times (2X) her basic rate of pay.

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

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

## Overtime

The Parties agree the article must comply with *Bill 17- Fair and Family- friendly Workplaces Act*.

- 31.05
- (a) 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, or seventy-seven point five (77.5) hours in a two (2) week period. The Employer shall provide on each unit 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.
  - (b) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

## Salaries

- 31.06
- (a) The basic rate of pay for Casual Employees shall be as outlined in the Salary Schedule.
  - (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay and be entitled to an increment following the completion of two thousand and twenty-two point seven five (2,022.75) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1,813.50) hours worked to the maximum increment granted Full-Time Employees.
  - (c) Hours worked counted towards an Employee's next increment include hours worked or paid:
    - (i) regular time;
    - (ii) overtime;
    - (iii) orientation and education;
    - (iv) paid Named Holidays and worked Named Holidays;
    - (v) paid Vacation days; and
    - (vii) all paid absences;

(d) STATEMENT OF WAGES

The Employer shall, on every payday, provide to each employee a statement of wages of her pay period stating the gross amount and the net pay amount being deposited, the worked hours, rate(s) of pay, premium pay and all voluntary and statutory deductions for the pay period and for the year to date.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where the Employer provides such statements electronically, they will provide information to employees on how to access their information.

(e) OVERPAYMENT

Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.

By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

(f) UNDERPAYMENT

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options. The monetary or entitlement adjustments shall be made within two (2) pay periods.

31.07

Shift Differential

Evening Shift

- (a) A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours 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.

Night Shift

- (b) Effective date of ratification a Shift Differential of four dollars and fifty cents (\$4.50) per hour shall be paid to Employees for all hours worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours.

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

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

31.08

Weekend Premium

- (a) Effective date of ratification a Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees for all hours worked in the period commencing fifteen hundred (1500) hours on a Friday to Monday at zero-seven hundred (0700) hours.

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

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

31.09

Transportation

- (a) Casual Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.
- (b) Where a Casual Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 21.02.

31.10

Named Holidays

- (a) Casual Employees shall be paid at two times (2X) 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, at least five percent (5.0%) of the Employee's average daily wage based upon the Employee's wage, general holiday pay and vacation pay in the previous four (4) week period, per pay period in lieu of the Named Holidays.

- 31.11 Annual Vacations  
Casual Employees shall be entitled to, in addition to their basic rate of pay, six percent (6%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (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 Deductions.
- 31.13 Grievance Procedure  
Casual Employees shall be covered by the Grievance and Arbitration procedure provision of this Collective Agreement.
- 31.14 Appointments, Transfers and Promotions  
(a) Subject to the criteria established in Article 11 of this Collective Agreement, 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 Article 11.05.
- 31.15 Casual Employees who transfer 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 Article 31.06.
- 31.16 Temporary Assignments  
When a Casual Employee is assigned by their Employer to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification. When an 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.

31.19 Casual employee(s) who do not accept to work available shift(s) in any three (3) month calendar period shall be terminated unless the Casual employee provides an explanation acceptable to the Employer.

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 Centre; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

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, WCB benefits.

(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 not less than 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 not less than 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 by selecting a position in the same classification, which is 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.
- (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 (i.e HCA may displace a Recreation Assistant) in a classification in a lower pay grade.

32.03 Employees who refuse an offer by the Employer of alternate work 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. 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 requisites 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 twenty four (24) months from the date of layoff, whichever first occurs.

32.06 Employees affected by temporary layoff may elect to maintain coverage under the contributory plans specified in Article 24: Health Benefits. On the following basis:

- (a) for up to twelve (12) months from the end of the month in which the layoff occurred with respect to Desjardins Supplementary Benefits Plan and Desjardins Dental Plan, and
- (b) up to six (6) months from the end of the month in which the layoff occurred with respect to Group Life Insurance and Accidental Death and Dismemberment, subject to underwriting approval,

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 Employees shall be recalled in order of their seniority.

- 32.08 The method of recall shall be by 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. In any event an Employee must report to work as recalled in no less than ten (10) work days from the date of recall.
- 32.09 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.
- 32.10 When an Employee is on approved leave of absence, or Worker's 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.
- 32.11 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 Employees previous regular hours. This obligation of offer of casual shifts shall expire on twenty-four (24) months from the date the Employee is reduced in hours or laid off.
- 32.12 Severance
- In recognition of the contributions made by Employees of Columbia, an Employee, who has more than one (1) year of service who is given a layoff notice due to outsourcing shall be provided with severance pay at the rate of one and one-half (1 1/2) weeks of regular pay for each full year of continuous service with the Employer to a maximum of twenty-four (24) weeks pay. For the purpose of calculating severance pay for Part-Time Employees a full year of service shall be based on the hours required for incremental increases in Article 14.

### 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.
- 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 grievor, 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 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 33.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

#### ARTICLE 34

##### HEALTH AND SAFETY

- 34.01 The Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union. This 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.
- 34.02 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.

- 34.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises including working alone 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 Senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 34.04 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.
- 34.05 The Employer shall ensure that a reasonable amount of adequate supplies of protective apparel and equipment (i.e. gloves, gowns, masks, protective eyewear, digital equipment, etc.) are provided to ensure the safety of Employees.

#### ARTICLE 35

##### COPIES OF THE COLLECTIVE AGREEMENT

- 35.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 35.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 35.03 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters, conditional upon agreement of the cost of printing.
- 35.04 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 36

GRIEVANCE PROCEDURE

36.01 The problem resolution process is a grievance and arbitration process that is designed to provide a formal mechanism for the resolution of disagreements that arise between the Employer, Employees and the AUPE. This mechanism is intended to maintain and improve working relationships between the Parties.

The Parties agree that every effort will be made to resolve problems in the workplace through discussion and dialogue. The Parties agree complete and full explanation of issues, facts and information will occur during initial discussion and dialogue.

The process is designed to allow for a timely and thorough investigation and resolution of grievances.

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 Article 36.05 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. Any difference affecting more than one (1) employee shall be filed as a group grievance. Such grievance shall be initiated at Step 2 and processed in the same manner as outlined in Article 36.05.

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.

(d) A grievance related to the dismissal of a Probationary Employee shall not proceed beyond Step 3 of the Grievance Procedure.

36.02 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 Union Representatives 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 Employer 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 Union representative does not leave the Employer's premises.
- (c) The Employer will provide the Union on an annual basis, a written list of the names and mailing addresses of the Site Administrator and Chief Operating Officer who will respond to grievances at Step 2 and Step 3 respectively as well as the name and mailing address of the Vice-President, Human Resources.

36.03 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, of this Collective Agreement.

36.04 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 following 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.

36.05 The Grievance Procedure

(a) Step 1 (Immediate Supervisor)

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 (Centre Administrator)
- (i) Where an Employee is not satisfied with the response at step 1, from her immediate supervisor, she may submit in writing an individual grievance, at step 2 to the Centre Administrator or designate within ten (10) days of discussing the grievance with her immediate supervisor in Step 1;
  - (ii) If the grievance is a group grievance, it shall be submitted in writing at step 2 to the Centre Administrator or designate 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(s) claimed to have been violated, the nature of the grievance and the redress sought. The Administrator of the Centre 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 grievance will be responded to, in writing, by the Centre Administrator or designate within ten (10) days of the grievance hearing at step 2.

If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) Step 3 (Chief Operating Officer)
- Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Chief Operating Officer or designate. The Chief Operating Officer 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 Chief Operating Officer or designate 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.
- (d) A copy of the written grievance at Step 2 and Step 3 shall be submitted to the Vice-President, Human Resources.

36.06

#### Mediation

If the grievance proceeds to Mediation, one jointly selected mediator shall meet with the Parties within five (5) days of the request and shall:

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

All materials and information relating to the dispute, and known to the parties at the time of mediation, shall be disclosed during the proceedings. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

- (d) The fees and expenses of the mediator shall be borne equally to the parties to the dispute.
- (e) If the grievance is not settled at this stage, either party may decide to proceed to Arbitration.

36.07

#### 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 Article 36.07(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 this Article.
- (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 and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (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 borne equally by 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 37

CASUAL SHIFTS

- 37.01 (a) When a layoff has not occurred, casual shifts meaning all available, additional or 'pick up' hours of work shall be offered first in order of seniority to Part-Time Employees and secondly to casual Employees in an equitable manner; and
- (b) Hours of work means increasing the total number of 'pick-up' or additional hours of work to the most senior part-time **employees** to the daily and weekly regular hours of work before offering any hours of work to casual employees.
- 37.02 Employees shall be responsible for adding their own name to the list confirming their availability.
- 37.03 All casual additional and 'pick-up' hours of work shall be distributed in accordance with 37.01.
- 37.04 The Employer will post a list of all casual hours of work for at least ten (10) days for employees to review and offer their availability. (i.e. extended illness leave, W.C.B., vacation). Short notice casual shifts of less than forty-eight (48) hours will not be included on the list.

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.
- All protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act.
- Employees shall furnish, supply and maintain their own everyday work apparel.
- If the Employer requires Employees to wear specific protective apparel and equipment, the Employer shall furnish and supply at no cost to the Employees.

ARTICLE 39

RETIREMENT SAVINGS PLAN

- 39.01 The Employer shall establish a Registered Retirement Savings Plan (RRSP) in which there shall be voluntary participation by regular Employees.
- 39.02 Regular Employees who work an average of more than fifteen (15) hours per week in a cycle of the shift schedule are eligible to participate in the RRSP.
- 39.03 New regular Full-Time Employees must complete six months of employment before participating in the RRSP. New regular part-time Employees must complete one thousand and seven point five (1007.5) hours of work before participating in the RRSP.
- 39.04 Once an Employee has completed the necessary hours for participation in the RRSP, they may start the plan by providing written notice of their intent to participate.

- 39.05 Employees may contribute an unlimited amount of their earnings to the RRSP.
- 39.06 (a) The Employer will match Employee contributions to the RRSP to a maximum of two percent (2%) for Employees at Columbia Assisted Living.
- (b) (i) The Employer will match Employee contributions to the RRSP to a maximum of two point five percent (2.5%) for Employees with five (5) or more years of service at Columbia Assisted Living.
- (ii) Effective date of ratification, the Employer will match Employee contributions to the RRSP to a maximum of three percent (3%) for Employees with ten (10) or more years of service at Columbia Assisted Living.
- 39.06 When an Employee who is participating in the Retirement Savings Plan leaves Columbia they shall be entitled to the year to date Employer matched contributions.

#### ARTICLE 40

##### PRACTICUM STUDENT TRAINER

- 40.01 A Health Care Aide can refuse the designation to act as a Trainer for students (educate, evaluate and supervise) in any specialized practice or training program.

#### ARTICLE 41

##### HANDLING CASH RECEIPTS AND DISBURSEMENTS

- 41.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements and will comply with relevant Employer policies, but shall not be required to reimburse the Employer for shortages unless the Employee is terminated with just cause for theft (subject to the grievance procedure).
- If there are recurring cash shortages, the Employees and Employer will cooperate in measures to reduce shortages, in addition to steps required to manage Employees.

#### ARTICLE 42

##### LEGAL INDEMNIFICATION

- 42.01 As a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.
- In accordance with the certificate of insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.
- The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

## Salary Schedule

2017-2019

Effective Date and Position	Start	After 2022.75 Hours	After 3836.25 Hours	After 5649.75 Hours	After 7463.25 Hours	After 9276.75 Hours	After 11090.25 Hours	After 12904 Hours
<b>Health Care Aide (HCA)</b>								
April 1, 2016	19.52	20.53	21.22	21.83	22.55	23.06	23.74	24.46
April 1, 2017	19.72	20.74	21.43	22.05	22.78	23.29	23.98	24.70
April 1, 2018	19.90	20.95	21.64	22.27	23.01	23.52	24.22	24.95
April 1, 2019	20.10	21.16	21.86	22.49	23.24	23.76	24.46	25.20
<b>Recreation Assistant</b>								
April 1, 2016	18.27	18.90	19.47	20.07	20.67			
April 1, 2017	18.45	19.09	19.66	20.27	20.88			
April 1, 2018	18.63	19.28	19.86	20.47	21.09			
April 1, 2019	18.82	19.47	20.06	20.67	21.30			
<b>Recreation Therapy</b>								
April 1, 2016	22.58	25.65	26.28	26.96	27.63			
April 1, 2017	22.81	25.91	26.54	27.23	27.91			
April 1, 2018	23.04	26.17	26.81	27.50	28.19			
April 1, 2019	23.27	26.43	27.08	27.78	28.47			
<b>Maintenance</b>								
April 1, 2016	18.57	20.09	20.61	21.14	21.66			
April 1, 2017	18.76	20.29	20.82	21.35	21.88			
April 1, 2018	18.95	20.49	21.03	21.56	22.10			
April 1, 2019	19.14	20.69	21.24	21.78	22.32			

### GENERAL WAGE INCREASES

**EFFECTIVE DATES:**

April 1, 2017      Increase each rate of pay in the salary schedule by one (1%) percent above 2016 rates of pay, whichever is greater;

April 1, 2018      Increase each rate of pay in the salary schedule by one (1%) percent above 2017 rates of pay;

April 1, 2019      Increase each rate of pay in the salary schedule by one (1%) percent above 2018 rates of pay.

April 1, 2018 wage (General Wage Increases) and new benefits (Clause 24.02) rates will be implemented effective January 13, 2019.

All compensation matters are retroactive to April 1, 2017.

The parties shall agree upon the status, seniority date, full-time equivalent, rate of pay, increment step and grid placement based upon recognition of previous experience, for each employee retroactive to April 1, 2017.

All retroactive monies from April 1, 2017 to January 13, 2019 are paid within the 90 days of January 13, 2019.

The parties will agree upon the retroactive amount based upon grid movement and placement within 30 days of January 13, 2019.

Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the Union, will be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding agreement and sixty (60) days after the signing of this Agreement, a written application for such retroactive salary.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF AGE CARE INVESTMENTS  
LTD. (COLUMBIA ASSISTED LIVING)

ON BEHALF OF ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**AGE CARE INVESTMENTS LTD.**

**and**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Re: Mutual Agreement to Adjust FTEs**

The Employer acknowledges the desire of some Part-Time Employees to increase their regular hours of work. Accordingly in those situations when regular part time hours become available which could be offered to existing Part-Time Employees as regular hours the following shall apply.

- (i) Employees may request in writing to increase the Employee's regular hours. The Employer shall advise the Union of such request.
  - (ii) Employers may offer to increase an Employee's regular hours. The Employer shall advise the Union of such offers.
  - (iii) Skill, training, knowledge, ability and Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
  - (iv) Amendments to FTEs will be limited to the work area from which the original request was received.
  - (v) Such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
1. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11, or the provisions of Article 32.
  2. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

ON BEHALF OF AGE CARE INVESTMENTS  
LTD. (COLUMBIA ASSISTED LIVING)

ON BEHALF OF ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**AGE CARE INVESTMENTS LTD.**

**and**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Re: Care Attendants Classification and Health Care Aide (HCA) Certification and Registration**

The Employer agrees not to hire or employ uncertified Health Care Aides.

ON BEHALF OF AGE CARE INVESTMENTS  
LTD. (COLUMBIA ASSISTED LIVING)

ON BEHALF OF ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**AGE CARE INVESTMENTS LTD.**

**and**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Re: Implementing New Master Rotations and Shift Schedule Changes to Shift Rotations or Shift Patterns**

Purpose and Preamble

The Parties may agree to the following procedure when a new HCA master rotation is implemented by the Employer. The Parties will jointly agree that the attached master rotation for the HCA classification is required.

In order to facilitate the transition of the operation because of changes to achieve residency matters; achieve certainty of hours for Employees; and achieve a new master rotation; and especially to avoid the disruption in the workplace due to the effects and impacts of layoff.

The Parties agree as follows:

1. The Employer will implement a new master rotation for the Health Care Aide classification. The new master rotation shall be implemented and effective no later than the date agreed by the Parties;
2. The Employer and the Union shall jointly communicate with Employees explaining the rationale for the new master rotation;
3. The new master rotation shall be attached and form part of this Agreement. Any amendments, alterations or revisions to the attached documents shall involve consultation with the Union and shall be in accordance with Article 12 Hours or Work;
4. In implementing the new master rotation, the Parties agree that Regular Employees shall select positions including a shift schedule rotation (s) in the new shift schedule, in the order of seniority;
5. An Employee who voluntarily selects a position that results in a permanent reduction in her regularly scheduled hours or work shall not be considered to be laid off, therefore Article 32 Layoff and Recall shall not apply in this circumstance;
6. In the event that an Employee suffers an involuntary permanent reduction in her regularly scheduled hours of work through this process, she shall be considered to be laid off and Article 32 Layoff and Recall shall apply in this circumstance;
7. The Parties agree that for the purposes of this operational change, an Employee may choose a position that results in a permanent increase in her regularly scheduled hours of work and Full-time equivalent (FTE);
8. A Casual Employee may select a Regular position upon completion of the selection process by Regular Employees;
9. The Parties agree to waive the posting provisions outlined in Article 11 Appointments, Transfers and Promotions to facilitate the operational change process;
10. These terms apply notwithstanding any other terms of the Agreement in effect between the Parties and shall be attached to and form part of this Agreement;
11. All other Agreement terms and conditions not specifically amended by this Letter of Understanding shall remain in full force and effect;

12. The Union agrees that no grievance shall be filed as a result of the application of this Letter of Understanding and that the terms and conditions of this Letter of Understanding are final;
13. This Letter of Understanding shall form part of the collective agreement and shall be in full force and effect subject to the provisions of the collective agreement.

ON BEHALF OF AGE CARE INVESTMENTS  
LTD. (COLUMBIA ASSISTED LIVING)

ON BEHALF OF ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**AGE CARE INVESTMENTS LTD.**

**and**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Re: Domestic and Sexual Violence Leave**

An employees who requires time off shall be granted job protected domestic and sexual violence leave without pay, subject to *Employment Insurance legislation and regulations*, up to ten (10) days for one or more of the following purposes:

- (a) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence.
- (b) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency.
- (c) to obtain psychological or other professional counseling for the employee or the employee's child in respect of the violence.
- (d) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely.
- (e) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

ON BEHALF OF AGE CARE INVESTMENTS  
LTD. (COLUMBIA ASSISTED LIVING)

ON BEHALF OF ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE