

COLLECTIVE AGREEMENT

Between

**THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)**

And the

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of
LOCAL 042 CHAPTER 007**

Covering all Employees at:

Aldergrove Group Home
Beverly Group Home
Canora Group Home
Castlepark Group Home
Cunvegan Group home
Fountain Lake Group Home
The Greens Group Home
Hudson Lake Group Home
Lighthouse Group Home

Meadowbrook Group Home
Meadowlark Group Home
The Meadows Group Home
MGM Group Home
Primrose Group Home
Southwood Group Home
Westpark Group home
West Jasper Sherwood Group Home

Expiring June 30, 2018

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Preamble

Agreeing that the primary purpose of the Employer is to provide the client with efficient and competent services, it is the intent of the parties to:

- (i) Ensure the provision of the best possible service and quality client care;
- (ii) Protect the interest of client, Employees and the community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties; and,
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

Article 1 – Term of Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date of ratification to June 30, 2018 and from year to year thereafter, unless amended. Notification of desire to amend may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.
- 1.03 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:

The Chief Executive Officer
The Good Samaritan Society
8861 75th Street
Edmonton, AB T6C 4G8

and in the case of the Union to:

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

Article 2 – Definitions

- 2.01 "Code" means The Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "Union" means The Alberta Union of Provincial Employees.
- 2.04 "Local" means Local 42 of the Union.
- "Chapter" means a component of a Local established to facilitate the collective bargaining and contract administration of the Union as determined by the Union.
- 2.05 "Member" means an Employee of the Employer who is included in this Collective Agreement and who is a member of the Union.
- 2.06 "Employer" shall mean The Good Samaritan Society (A Lutheran Social Service Organization), and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the organization.
- 2.07 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, each Employee shall be assigned by the Employer to one of the following Employee statuses: full-time, part-time, casual or temporary, and such assignments shall not be altered except in accordance with the provisions of the Collective Agreement.
- (a) "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;
 - (b) "Part-Time Employee" is one who is regularly scheduled to work less than the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (c) "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.

- (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.08 "Basic Rate of Pay" shall mean the incremental step in the Salary Appendix applicable to an Employee in accordance with the terms of this Collective Agreement exclusive of all allowances and premium payments.
- 2.09 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.
- 2.10 "Employee status" shall mean the full-time, part-time, casual or temporary capacity that an Employee is employed in.
- 2.11 "Position" shall be defined by:
- (a) Employee status,
 - (b) the job classification, and
 - (c) the full-time equivalent (F.T.E.).
- 2.12 "Shall" will be seen as mandatory rather than directory.
- 2.13 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.14 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.
- 2.15 "Certificate" is the certificate noted as Certificate 222-2005 issued by the Alberta Labour Relations Board.

- 2.16 "Regularly scheduled hours" and "regular hours of work" shall mean the hours of work when the Employee is on active duty and which hours are set out in a shift rotation which fulfills the full-time equivalent specified for a given position.
- 2.17 "Full-Time Equivalent", or "F.T.E.", shall mean the ratio of the total number regularly scheduled hours, exclusive of sleep hours, of a specified position during a bi-weekly period compared to the full-time hours for the same job classification.
- 2.18 "Sleep hours" shall mean the time for which an Employee is assigned to be in the Group Home, but who is not on active duty. Sleep hours shall be excluded from hours of work, hours worked, and other like references.
- 2.19 "Program" shall mean the Program for Persons with Developmental Disabilities (PPDD) and includes all Group Homes named in the Certificate.
- 2.20 "Group Home" and "Site" shall mean an operational site of the Employer at which services are provided to clients of the Program and which operational site is named in the Certificate.

Article 3 – Application

- 3.01 The Collective Agreement shall apply to all Employees of the bargaining unit.
- (a) All Articles of this Collective Agreement apply to Full-Time Employees unless otherwise specified in the Article.
- (b) All Articles of this Collective Agreement apply to Part-Time Employees (on a pro-rata basis) unless otherwise specified in the Article.
- (c) This Collective Agreement shall apply to Casual Employees, on a pro-rata basis, unless specifically stated in the various Articles of the Collective Agreement and shall only apply when the Casual Employee works in a Group Home covered by the Certificate.
- 3.02 Employees shall be compensated for work performed in accordance with the provisions set out in this Collective Agreement.
- 3.03 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.

- 3.04 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.
- 3.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

Article 4 – Union Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement and the Certificate and 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.

For the purposes of this Collective Agreement, the Union shall be represented by its properly nominated and assigned officers. The Union shall provide the Employer with a current list of the officer's names.

- 4.02 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities; and
 - (b) to bargain collectively with the Employer through the Union.
- 4.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.04 Employees shall be permitted to wear a union lanyard or a lapel pin representative of their Union during all hours of work subject to safety requirements.
- 4.05
- (a) The Union shall provide a Union orientation of not more than one-half (½) hour to a new Employee without loss of pay for the new Employee. This orientation may be done at the Employer's General Orientation for new Employees, or during Site orientation. The Employee should be granted time off in accordance with Article 7.
 - (b) The Employer will notify the Chapter Chairperson of the date, time and location of the Employer's General Orientation in the month preceding the month in which the General Orientation will be conducted.
- 4.06 The Employer and the Union will each pay one-half (½) of the cost of printing enough copies of this Collective Agreement. The printing of the Collective Agreements will be processed at a unionized print shop.

- 4.07 A copy of the Collective Agreement shall be provided to each Employee by the Union at the Union orientation.
- 4.08 The Union shall provide a binder in a mutually acceptable location acceptable to the Employer which shall be placed so that all Employees will have access to it and which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to include anything objectionable to the Employer.

Article 5 – Union Membership and Payment of Dues

- 5.01 Membership in the Union is voluntary.
- 5.02 For the purpose of this Article, “gross earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 5.03 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 5.04 Deductions of the dues for all Employees shall commence with the first pay period of employment.
- 5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.06
- (a) The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees covered by this Collective Agreement by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
 - (b) The Employer shall, remit dues within five (5) days of the day they have been deducted from pay.
 - (c) Particulars, identifying each Employee in a printed form, showing the Employee name, base earnings for the period, Employee status and job classification code, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.

- 5.07 The Employer will record the amount of individual dues deducted on T-4 slips supplied to Employees for income tax purposes.
- 5.08 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding pay period.
- 5.09 Twice every calendar year the Employer shall provide to the Union, a list of all Employees in the bargaining unit and their mailing addresses known to the Employer.

Article 6 – Management Rights

- 6.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union 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, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) Direct the working force and to create new job classifications and work units and to determine the number of Employees, if any, needed in any work unit, or Program site or job classification and to determine whether or not a position, work unit, Program site or job classification will be discontinued or declared redundant;
 - (c) Hire, promote, transfer, layoff and recall Employees; and
 - (d) Demote, discipline, suspend or discharge for just cause.

Article 7 – Union Stewards

- 7.01 The Employer agrees to recognize Employees who are nominated and assigned as Union Stewards, and recognizes their authority to represent other Employees. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his job, for this purpose with no loss of regular earnings. Such time off shall be granted with the approval of the supervisor or authorized alternate.

- 7.02 The Employer acknowledges the right of the Union to nominate and assign Employees in the bargaining unit as Union Stewards. The Union reserves the right to nominate and assign a Union Steward to represent a work area that has no Union Steward.
- 7.03 The Union shall determine the number of Union Stewards, having regard to the plan of the organization and the distribution of Employees at the workplace.
- 7.04 The Employer recognizes the Union Steward as an official representative of the Union.
- 7.05 A Union Steward may at the request of an Employee, accompany and represent her in any meeting, an investigation, during a disciplinary meeting and during the processing of a grievance with the Employer. Time off for the Employee and the Union Steward shall be granted approval of the immediate supervisor or authorized alternate.
- 7.06 A list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Program Managers. The Human Resources Department shall be advised in writing of any change to her list. The list shall be updated by the Union annually.
- 7.07 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when meeting, dealing or negotiating with the Employer or when processing a grievance.

Article 8 – Time Off for Union Business

- 8.01 (a) Time off without pay shall be granted to Employees as requested by the Employee and approved by the Employer in order to participate in negotiations and to represent the Union on Union business.
- (b) The grievor and one (1) Union Steward shall be granted time off with no loss of regular earnings for time spent in discussing grievances with representatives of the Employer as outlined in the Grievance Procedure. Time off without pay shall be provided to attend any associated hearing or arbitration.
- (c) To facilitate clause 8.01(a) above, time off with regular earnings shall be granted to Employees, however, the Union agrees to reimburse the Employer for actual costs of wages and benefits associated with the Employee being on a Union leave. The Employer will provide the Union with a detailed accounting of such costs when it submits its bill to the Union. An Employee on any Union leave shall continue to accrue seniority.

- (d) Employees who are elected or selected for any position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and shall continue to accrue seniority. If requested by the Union, the reimbursement provisions of clause 8.01(c) above shall apply.
- (e) Both the Grievor and the Union Steward will obtain approval from their immediate supervisor to leave their work station.

8.02 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) 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 benefit 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.
- (d) 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.

Article 9 – Respect in the Workplace

- 9.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non-membership or

activity in the union nor in respect of an Employee's or Employer's exercising any right conferred under this collective agreement or any law of Canada or Alberta.

- 9.02 The Union and the Employer agree to respect and dignity in the workplace supporting a policy of zero tolerance for violence in the workplace.
- 9.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 9.04 There shall be no limits on an Employee's rights to seek redress through the Alberta Human Rights Commission.

Article 10 – Discipline and Termination

- 10.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be disciplined or dismissed without just cause. The procedure stated in Article 11 (Grievance Procedure) does not prevent immediate discipline or dismissal for just cause or the dismissal of an Employee serving a probation period.
- 10.02 Where circumstances permit, the Employer shall schedule a disciplinary meeting with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to have a Union Representative present during any investigation or disciplinary meeting with the Employer.
- 10.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action. Copies of all disciplinary documents issued shall be forwarded to the Union within ten (10) calendar days giving particulars of the incident. The Employee shall be given opportunity to sign any documented notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 10.04 The Employee shall be given opportunity to sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 10.05 An Employee who has been subject to disciplinary action may, after eighteen (18) months 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 personnel file does not contain any further record of disciplinary action during the eighteen (18) month period of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

Article 11 – Grievance and Arbitration**11.01 Definition of a Grievance**

In general, a grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

- (a) “Individual Grievance” shall mean a difference which affects one (1) employee.
- (b) “Group Grievance” shall mean a difference which affects more than one (1) Employee. Such grievance shall identify (list) all Employees affected by the grievance. A group grievance shall commence at step II.
- (c) “Policy Grievance” shall mean a difference regarding the general application or interpretation which is not properly the subject of an individual or group grievance. A policy grievance shall commence at step II.
- (d) A suspension grievance shall commence at Step II.
- (e) A termination grievance shall commence at Step III.

11.02 Union Steward

The Union Steward system is accepted in principle by the Employer and Union Stewards will be recognized as having authority to act on behalf of Employees in the bargaining unit. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.

Union Stewards shall be Employees of the Employer. Union Officers of Local 042 of the Union shall also be recognized as Union Stewards and members for the purpose of this Article. The Union Stewards shall have the right at any time to have the assistance of their Union Representative.

An Employee(s) shall have the right to be accompanied by a Union Steward or other Union Representative at a meeting with the Employer in the grievance process.

11.03 Permission to Leave Work

With respect to Article 7 (Union Stewards and Union Representatives), the Employer agrees that Union Stewards shall not be hindered, coerced or interfered with in any way in the performance of their function while investigating disputes and presenting on behalf of an Employee as provided in this Article. The Union understands and agrees that each Union Steward is employed to perform work for the Employer and that she will not leave her work area during working hours except to perform her

duties as provided in this Collective Agreement. Therefore, no Union Steward shall leave her work area without obtaining the permission of her supervisor, and such permission shall not be unreasonably withheld.

Stewards shall not suffer any loss in pay for time spent performing their duties as provided in this Collective Agreement.

11.04 Grievance Procedure

It is the mutual desire of the parties hereto, that grievances of Employees shall be heard as quickly as possible and in the following manner and sequence. Every effort shall be made to hold meetings at all levels of the Grievance Procedure.

STEP I – To Program Manager:

An Employee who believes that there is a problem arising out of the interpretation, application, administration or alleged violation of the Collective Agreement shall first discuss the matter with the Program Manager (or designate) within ten (10) days of the date they first became aware of, or reasonably should have become aware of the occurrence. A sincere attempt will be made by both parties through discussion to resolve the problem at this level. The Program Manager shall render a written decision to the Employee and the Union within ten (10) days of the discussion.

STEP II – To Operations Manager:

If the grievance is not resolved under Step I above, the Union may, within ten (10) days of receiving the written decision of the Program Manager (or designate), submit the grievance in writing to the Operations Manager (or designate), specifying the nature of the grievance and the redress requested. The Operations Manager shall convene a meeting with the Union and the Grievor within ten (10) days of receipt of the grievance, and she shall then render a decision in writing to the Union within ten (10) days of meeting.

Group and Policy Grievances

With regard to a group or policy grievance, the Union shall initiate the grievance at step II within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence giving rise to the difference.

If the Employer-designate the Same Person

If the Employer-designate at Steps II and III is the same person, the Union may omit Step II and advance the grievance directly to Step III.

STEP III – To Director of Operations:

If the grievance is not resolved under Step I above, the Union may, within ten (10) days of receiving the written decision of the Operations Manager (or designate), submit the grievance in writing to the Director of Operations (or designate), specifying the nature of the grievance and the redress requested. The Director of Operations shall convene a meeting with the Union and the Grievor within ten (10) days of receipt of the grievance, and she shall render a decision in writing to the Union within ten (10) days of the meeting.

STEP IV – To Arbitration:

If the grievance is not resolved under Step III above, either party to the Collective Agreement may, within ten (10) days of receiving the written decision of the Director of Operation's (or designate), submit the grievance to arbitration.

The parties may mutually agree to non-binding mediation.

Optional Mediation

- (a) After receipt of the decision from the Director of Operations, or designate, under Step III above, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

11.05 Arbitration

The party requesting arbitration shall make its request in writing and shall nominate its member to the Arbitration Board. Within five (5) days thereafter, the other party shall nominate its member to the board. The two (2) nominees so appointed shall attempt to choose by agreement a chairperson of an Arbitration Board. If they are unable to agree upon a chairperson, then either party may request the Minister of Labour, or designate, to appoint a chairperson in accordance with the *Labour*

Relations Code and subsequent amendments to the Code.

- 11.06 The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 11.07 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairperson.
- 11.08 The Arbitration Board by its decision shall not alter, amend, or change the provisions of this Collective Agreement but shall base its decision on the contractual rights of the parties disclosed by this Agreement.
- 11.09 In lieu of clause 11.05, the parties may mutually agree to substitute the single arbitrator provisions as contained in the *Labour Relations Code*.
- 11.10 During any and all proceedings outlined in this Article, the Employee(s) shall continue to faithfully perform her duties unless she has been suspended or discharged.
- 11.11 Time Limits
Throughout this Article, the reference to "days" shall not include Saturdays, Sundays or Named Holidays.
- 11.12 The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer. A request by either party to extend the time limits under this Article shall not be unreasonably denied.
- 11.13 (a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

11.14 Replies in Writing

Replies to grievances shall be in writing commencing at Step II.

11.15 Facilities for Grievances

The Employer shall supply the necessary facilities for joint grievance meetings.

11.16 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.17 The Employer agrees to provide to the Union and update accordingly, a list of designated Employer representatives that are empowered to respond to the "Steps" in the Grievance Procedure.

Article 12 – Seniority

12.01 Seniority shall be recognized across the bargaining unit covered by this Collective Agreement.

12.02 An Employee's "Seniority Date" shall be defined as the date of hire with the Employer in Programs for Persons with Developmental Disabilities.

12.03 Seniority shall be considered in determining:

- (a) preference of vacation time subject to the provisions of Article 26;
- (b) layoffs and recalls, subject to the provisions of Article 13; and
- (c) in filling vacancies within the bargaining unit, subject to the provisions of Article 22.

12.04 The Employer shall maintain one (1) seniority list for the Program.

12.05 Within three (3) months of the effective date of this Collective Agreement, the Chairperson of the Chapter will place in the Union binders or bulletin board provided, pursuant to the provisions of Article 4 (Union Recognition), a seniority list containing the name and seniority date of all Employees by job classification, Employee status and F.T.E. in chronological order.

12.06 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 Chairperson of the Chapter with a copy to the Union Representative 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.

Should a difference arise regarding an Employee's seniority, the parties shall exchange the information necessary to establish accuracy.

12.07 Termination of Seniority

An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:

- (a) Resigns or retires; or,
- (b) Is discharged for cause and is not reinstated; or,
- (c) Overstays a leave of absence without written permission of the Employer unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
- (d) Fails to reply and accept a recall notice to a position with an equivalent FTE to their pre-layoff position within five (5) days pursuant to clause 13.09 (Layoff and Recall), unless a reason satisfactory to the Employer is provided; or,
- (e) Is absent for three (3) consecutive days without notifying the Employer in which case the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
- (f) Is laid off in excess of twelve (12) months; or,
- (g) Accepts a permanent management position; or
- (h) Fails to return to work following a compensable accident within five (5) days after being certified fit to return to work by the Employee's physician and the Workers' Compensation Board.

Article 13 – Layoff and Recall

13.01 Discussion with Union

The Parties recognize the value of a discussion, or a meeting prior to laying off Employees in the Bargaining Unit. The purpose is to discuss the relevant factors related to the layoff. The Employer will provide a current seniority list to the Union upon a layoff.

13.02 Notice Provisions

- (a) When, in the opinion of the Employer, it becomes necessary to reduce the workforce of a Group Home, the Employer will notify the Employee who is to be laid off, in writing, twenty-one (21) calendar days prior to the date of the layoff, except that the twenty-one (21) 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. If notice is not served, Employees will receive their basic rate of pay for those twenty-one (21) days in lieu of notice.

Layoff Order

- (b) In determining the order of layoff, the Employer shall layoff, in reverse order of seniority, by job classification in a Group Home. In all instances, layoff is subject to the remaining Employee having the ability to perform the assigned work satisfactorily.
- (c) (i) A laid off Employee will first move into a vacant position with an equivalent F.T.E. for which she has the ability to perform the assigned work.
- (ii) Where no such position with an equivalent F.T.E. exists then the affected laid off Employee may displace the least senior Employee from a position with an equivalent F.T.E. or lower F.T.E. for which she has the ability to perform the assigned work.
- (iii) An Employee displaced pursuant to sub-clause 13.02(c)(ii) may in turn exercise rights under sub-clause 13.02(c)(i) and (ii).
- (iv) Where an Employee displaces into a position in a lower job classification, that Employee shall be placed on the step of the Salary Appendix for that job classification that reflects her length of service (calculated in hours in accordance with clause 19.04) with the Employer.

- 13.03** (a) If an Employee suffers a permanent reduction in her regularly scheduled hours of work, this Article shall apply.
- (b) For the purposes of this Article, a permanent reduction of regularly scheduled hours is only where the reduction is more than thirty (30) calendar days.
- (c) The Parties may extend the thirty (30) calendar day provision by mutual agreement.

13.04 Recall Period

When a Regular Employee on layoff has been recalled to a Temporary position, the twelve (12) month period shall be suspended during her Temporary position, and shall recommence upon the termination of the Temporary position for balance of the twelve (12) month recall period.

13.05 Benefits During Layoff

- (a) Employees laid off may with the assistance of or through the Employer, make arrangements for monthly payment of the full premiums of benefits coverage during the layoff period.
- (b) Where a Full-Time or Part-Time Employee has been laid off and works in a part-time or casual capacity to maintain her Full-Time Equivalency (F.T.E.), she will continue to receive her basic rate of pay and any benefits she qualified for at her Full-Time Equivalency (F.T.E.).

13.06 No new Full-Time or Part-Time Employees will be hired or transferred while there are other Full-Time or Part-Time Employees on layoff as long as laid off Full-Time or Part-Time Employees are available and have the ability to perform the work.

13.07 Recall Notices

- (a) Recall notice shall be by telephone with confirmation in writing by registered mail or hand delivered to the Employee's last address on record with the Employer and faxed to the Union. The Employee so notified shall return to work as soon as possible not later than five (5) calendar days following the date of the telephone call, receipt of hand delivered letter or the date the letter was registered.
- (b) In the case of an Employee who is laid off and on reduced hours, recall notice may be hand delivered to the Employee at the worksite.

It is the responsibility of each Employee to notify the Employer promptly in writing, of any change of address and telephone number.

13.08 Layoff and Recall

- (a) If an Employee is recalled to fewer hours of work than the Employee enjoyed prior to the layoff, the Employee may elect to remain on layoff with recall rights.
- (b) In the event the Employee accepts recall to a position with fewer hours of work than enjoyed prior to the layoff, the Employee shall continue to have

full recall rights to the pre-layoff Full-Time Equivalency (F.T.E.) to a maximum of twelve (12) months from the date of the original layoff.

- (c) No Employee shall be recalled to a position with a greater Full-Time Equivalency (F.T.E.) than held prior to the layoff. In the event a vacancy exists to which a full or partial recall is not possible, the Employer shall post the vacancy pursuant to Article 22 (Appointments and Vacancies), and shall recall to the resultant vacancy that is possible in accordance with the provisions of this Article if possible.

13.09 Termination of Recall Rights

The employment of an Employee shall be considered terminated when the Employee does not accept recall to a position with the same Full-Time Equivalency (F.T.E.) enjoyed prior to layoff, or has not changed her status to casual prior to the layoff end date, or has been on layoff and not on reduced hours for twelve (12) months without being recalled to a regular position.

13.10 Recalls

Recalls shall be carried out in order of seniority by job classification within the certified bargaining unit provided the Employee has the ability to perform the assigned work satisfactorily. Such recall shall apply only to work periods of fourteen (14) calendar days duration or longer.

13.11 Ability to Perform Assigned Work

"Ability to perform the assigned work" means the Employee does not require any additional training by the Employer other than orientation, to be able to satisfactorily perform the assigned work.

13.12 Casual Employees

This Article shall have no application to Casual Employees..

Article 14 – Probation Period

- 14.01 A new Employee shall serve a probationary period of four hundred and eighty (480) hours worked or three (3) months, whichever first occurs. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the Grievance Procedure. The Employer shall keep the Employee advised of her progress during the probationary period.

- 14.02 The Employer shall provide a written evaluation of each probationary Employee one (1) month prior to the completion of her probationary period.
- 14.03 The probationary period may be extended by an additional four hundred and eight (480) hours worked or three (3) months. However, in no event will an Employee's total probationary period exceed nine hundred and sixty (960) hours worked. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union..

Article 15 – Performance Appraisals and Personnel Files

15.01 Performance Appraisals

- (a) Employees shall receive a written performance appraisal in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours 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 her performance appraisal, and shall have the right to respond in writing within twenty (20) calendar days of the interview and that reply shall be placed in her personnel file.
- (c) 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.

15.02 Personnel Files

- (a) By appointment made at least one (1) working day in advance, an Employee and her representative, shall have access to her personnel file in the presence of a representative of the Employer.
- (b) Where the Employee or the Employee's representative has requested the entire contents of the personnel file for reasons other than a grievance, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.
- (c) All requests for access to the Employee's personnel file from the Employee's representative shall require prior written authorization from the Employee.
- (d) Employee personnel files shall be maintained by the Employer in such a manner as to permit access only by properly authorized personnel.

- (e) There shall be only one (1) personnel file for each Employee.

Article 16 – Union-Management Committee

- 16.01 The parties to this Collective Agreement recognize the potential value of a Union-Management Committee to assist in the promotion of harmonious relationships between the Employees and the Employer.
- 16.02 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 16.03 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this committee.
- 16.04 At the request of either party, a Union-Management Committee meeting shall be scheduled. A party may not request a meeting to be scheduled more frequently than once every two (2) months.
- 16.05 The Employer and the Union agree that there shall be a Union-Management Committee consisting of a maximum of ten (10) persons, with equal representation from the parties.
- The Union representatives shall include one (1) Employee representative from each quadrant of the City of Edmonton, as well as one representative who is a Team Coordinator.
- 16.06 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Chapter Chairperson from time to time.

Article 17 – Hours of Work

17.01 Full-Time Employees

- (a) The regular hours of work for Full-Time Employees shall be eighty (80) hours over a period of fourteen (14) calendar days and the normal daily hours of work shall be eight (8) hours, exclusive of meal periods.
- (b) Except in cases of emergency, overtime or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least sixteen (16) hours off duty between shifts;

- (ii) not more than six (6) consecutive scheduled days of work;
- (iii) two (2) consecutive days of rest.

Part-Time and Casual Employees

- (c) The hours of work for all Part-Time and Casual Employees shall be in accordance with the *Employment Standards Regulations* in effect for-Caregivers (*Employment Standards Regulations, Part 3, Division 9, Caregivers*), as amended from time to time, except where a Part-Time Employee is scheduled to work up to eight (8) hours in one day or up to eighty (80) hours over a fourteen (14) calendar day period.

17.02 All Employees shall be permitted one (1) fifteen (15) minute paid rest period during each period of four (4) hours of work, the time of which shall be scheduled by the Employer.

17.03 Shift Schedules

- (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice and without the Employee's consent, the Employee shall be paid at one and one-half times (1½X) for all hours worked on the first (1st) shift of the changed schedule;
- (b) Employees may request shift changes. Such requests for shift changes must be made in writing at least seven (7) calendar days in advance. Such requests will not be unreasonably denied.
- (c) Shift schedules will identify sleep hours as assigned by the Employer.

17.04 Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid four (4) hours, at the Employee's basic rate of pay.

17.05 Daylight Savings Time

On the date fixed by proclamation, in accordance with the Daylight Savings Time Code of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Code 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

Article 18 – Overtime**18.01 Full-Time Employees**

- (a) Overtime is all time authorized by the Employer and worked by the Employee:
- (i) in excess of eight (8) work hours for Employees scheduled to work the full daily hours of work pursuant to clause 17.01(a) (Hours of Work); or
 - (ii) in excess of eighty (80) work hours in a fourteen (14) calendar day period or on scheduled days of rest for Full-Time Employees scheduled to work pursuant to clause 17.01(a) (Hours of Work).

Part-Time and Casual Employees

- (b) Overtime is all time authorized by the Employer and worked by the Employee in accordance with the *Employment Standards Regulations* in effect for Caregivers (*Employment Standards Regulations, Part 3, Division 9, Caregivers*). However, where a Part-Time Employee is scheduled to work eight (8) hours in a day or eighty (80) hours in a fourteen (14) calendar day period, or on a scheduled day of rest, all hours authorized by the Employer in excess of such scheduled hours shall be considered overtime.
- 18.02 (a) The overtime rate shall be one and one-half times (1½X) the applicable basic rate of pay for the first two (2) hours worked and two times (2X) the applicable basic rate of pay thereafter.
- (b) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the overtime rate

Article 19 – Salaries

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

19.02 Recognition of Previous Experience

- (a) Where a newly hired Full-Time or Part-Time Employee has previous experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such previous experience provided the Employee has not had a break in work of more than twelve (12) months to a maximum of step 3. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the

maximum allowed under this clause. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required under the wage scale for the given job classification.

- (b) It shall be the responsibility of the newly hired Employee to provide to the Employer reasonable proof of recent related experience in order to be considered for recognition of previous experience. If she fails to do so within thirty (30) days of her date of hire, she will not be entitled to retroactivity to her date of hire for recognition of previous experience.

19.03 Wage Progression

- (a) A Full-Time Employee shall be entitled to an increment on the completion of two thousand and twenty-two point seven-five (2,022.75) hours paid exclusive of overtime, sleep hours and relief hours worked.
- (b) For regularly scheduled hours wage progression, Part-Time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty-nine point seven-five (1,929.75) hours paid exclusive of overtime, sleep hours and relief hours worked.
- (c) For relief hours wage progression, Part-time and Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty-nine point seven-five (1,929.75) hours paid to Step 2 only.

19.04 Employees transferring within the same job classification from one Group Home to another Group Home will maintain their basic rate of pay and their wage progression hours.

19.05 Retroactivity

Any Employee whose employment has terminated prior to the date of ratification and would have been eligible to receive retroactive pay but for the termination of employment may be eligible to receive retroactive pay only upon submitting a written application for retroactive pay to the Employer within thirty (30) days after the date of ratification.

19.06 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 five percent (5%) of the Employee's gross earnings per pay period.

Article 20 – Leaves of Absence

20.01 General Provisions Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where expressly stated.

- (a) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal which shall be reported to the Union.
- (b) A leave of absence without pay shall be granted to an Employee in the case of serious illness or accident to the Employee's immediate family or for any other reason, which the Employer and Employee may agree upon. Leaves of absence for any other reason, which the Employer and the Employee agree upon, may be granted at the discretion of the Employer. Such approval will not be unfairly withheld and where permission is denied reasons will be given. Leaves of Absence may be extended by mutual agreement between the Employer and the Employee. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (c) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. Employees' seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (d) Employees shall not be entitled to Named Holidays with pay, which may fall during the leave of absence without pay.
- (e) 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 30 (Health Benefits), provided that the Employee makes prior arrangements to pay full premium costs in a lump sum or on a monthly basis. A failure to remit the payment required above, will result in cancellation of benefits.

- (f) Application for Leave of Absence for more than a period of twelve (12) months requires approval by a Director of Operations.
- (g) The Employee on leave of absence in excess of three (3) months, shall provide the Employer with twenty-eight (28) calendar days notice, where possible, and shall in any case, provide the Employer with fourteen (14) calendar days notice, of readiness to return to work or such shorter period of time as agreed between the Employer and the Employee, at which time the Employer will reinstate the Employee in the same job classification with the same Full-Time Equivalency (F.T.E.) and where reasonable in the position held by the Employee prior to taking general leave. If the position from which the Employee is on leave no longer exists, the Employee shall exercise their seniority rights pursuant to Article 13 (Layoff and Recall).

20.02 Maternity Leave

- (a) An Employee who has completed six (6) months, continuous employment shall, upon her request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as she may request, providing, however, that if in the opinion of her Medical Physician, her ability to carry out her normal work assignments become limited she may be placed on maternity leave earlier. Such leave shall be without pay or benefits, except for the valid health related portion of maternity leave, and shall not normally exceed eighteen (18) months beyond the date of delivery.

The total period of maternity leave shall not normally exceed eighteen (18) months. However, by mutual agreement between the Employer and the Employee, such leave may be extended. An Employee on maternity leave may maintain her benefits by paying the full cost of the premiums (Employee and Employer portion) while on leave, except for the valid health-related portion of maternity leave. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full cost of the premiums.

- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her Physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided above, if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for and absence from work longer than eighteen (18) months the Employee may request further leave without pay and benefits as provided by the General Leave Article.

20.03 Paternity Leave

An Employee who has completed six (6) months continuous employment shall be granted up to eighteen (18) months paternity leave without pay or benefits immediately following the birth of the child. Such leave may be extended by mutual agreement between the Employer and the Employee.

20.04 Adoption Leave

(a) An Employee who has completed six (6) months continuous employment shall be granted up to eighteen (18) months adoption leave without pay or benefits for the purpose of adopting a child. Such leave may be extended by mutual agreement between the Employer and the Employee.

(b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

20.05 An Employee on maternity, paternity or adoption leave shall continue to accrue seniority.

20.06 Jury or Witness Duty

Any Employee required by law for jury duty, jury selection, or witness duty in a matter arising out of her employment shall be allowed time off without loss of regular earnings during such absence. An Employee on jury or witness duty shall continue to accrue seniority. A request for a leave to act as a voluntary witness shall not be unreasonably denied and such leave shall be without pay. Any fee received as a juror or witness shall be paid to the Employer.

20.07 Political Office

(a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.

(b) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of two (2) terms.

20.08 Bereavement Leave

- (a) An Employee shall be granted three (3) consecutive working days bereavement leave without loss of pay, commencing with the date of death, in the event of the death of the following relatives of the Employee:

spouse (including common-law and/or same sex relationships)		
child	step-child	mother-in-law
parent	step-parent	father-in-law
sister	step-sister	sister-in-law
brother	step-brother	brother-in-law
grandparent	aunt	daughter-in-law
grandchild	uncle	son-in-law
guardian	niece	
fiancée	nephew	

- (b) Consecutive work days shall not include the Employee's regular days off.
- (c) Bereavement leave, without loss of pay, shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometres one (1) way from the Employee's residence is necessary.
- (d) At the discretion of the Employer, bereavement leave may be extended by up to two (2) additional days where extenuating circumstances warrant.
- (e) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (f) An Employee shall not be required to take unscheduled vacation leave in lieu of bereavement leave when she is entitled to that leave.
- (g) Employees may be required to submit proof of death.

20.09 Education Leave

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an unpaid leave of absence for such purpose where operational requirements permit.
 - (i) Employees who are granted Education leave shall be approved as a general leave of absence and all conditions of general leave shall apply.

- (ii) During an Employee's Education Leave, she may work as a Casual Employee in the bargaining unit without adversely affecting her reinstatement to the position from which she is on leave.

20.10 Only clauses 20.01(a)(b)(g)(h), 20.02, 20.03 and 20.04 are applicable to Casual Employees unless employed in a temporary capacity.

20.11 Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either sick leave, a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

20.12 Compassionate Care Leave

- (a) The Employer recognizes the potential need for Employees to care for gravely ill or dying family members or other qualified persons.
- (b) Qualified person means a person in a relationship with the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.
- (c) When a regular Employee with a qualified person in the end stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay for a period of six months. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full cost of the premiums.
- (d) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (e) Employees may be required to submit to the Employer, satisfactory proof demonstrating the need for compassionate care leave.

Article 21 – Orientation and In-Service Programs

21.01 The Employer shall provide in-service education to ensure that each Employee has the opportunity to receive the required training.

21.02 An Employee prior to the completion of her probationary period shall successfully complete the orientation programs prescribed by the Employer such as the general orientation, program orientation and site orientation.

Such orientation programs shall be without charge to the Employees and an Employee who attends shall be compensated at her basic rate of pay for all such hours.

21.03 When required by the Employer to attend an in service training program, such in service training program shall be without charge to the Employees and an Employee shall be compensated at her basic rate of pay for all such hours. An Employee who requests and is approved by the Employer to attend an in-service training program or other training course or seminar shall suffer no loss of pay.

21.04 Client Safety

All Employees shall receive a site orientation prior to the Employee being asked to work or being assigned to work at another location.

Article 22 – Appointments and Vacancies

22.01 When a new full-time or part-time position is created or when a full time or part time vacancy occurs in any job classification covered by this Collective Agreement such position or vacancy shall be posted for no less than five (5) working days in advance of making an appointment.

- (a) The posting shall state the job classification, Full-Time Equivalent (F.T.E.), required knowledge and education, group home name(s), hours of work and pay range and if temporary, the anticipated duration of such position.
- (b) A copy of the above postings shall be forwarded to the Union.
- (c) If the position is a temporary one, the posting shall state the anticipated duration of such position.
- (d) For information purposes only, a notice of vacancy may specify the number of hours per shift, shift pattern and the shift cycle and the group home to which the position is assigned at the time of the posting.
- (e) The subsequent offer letter shall contain:
 - (i) Employment status (Regular, Temporary, Casual);
 - (ii) Classification and Full-Time Equivalence (F.T.E.);

- (iii) Rate of pay;
 - (iv) Group home name(s); and
 - (v) If temporary, the anticipated duration of such position.
- 22.02 Applications for vacancies shall be in writing according to the procedures established by the Employer.
- 22.03 When circumstances require the Employer to fill a vacancy, the appointment shall be made on a casual basis only until a full-time or part-time appointment is made.
- 22.04 In making the above appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be relatively equal, then seniority with the Employer, by date of hire, shall be the deciding factor.
- 22.05 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within PPDD is effected to accommodate a request by the Workers' Compensation Board or the Underwriters of the Long Term Disability Income Insurance Plan to provide a period of Rehabilitative Work Experience.
- 22.06 A Full-Time or Part-Time Employee who applies for and is successful on a temporary posting shall maintain her status. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable. At the completion of the temporary term, the Full-Time or Part-Time Employee shall return to her former position. At the completion of her term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee if any.
- 22.07 (a) When an Employee is promoted to a position in a job classification with a higher end basic rate of pay than her present job classification, she shall be advanced to the next pay step that provides her with an increase in her basic rate of pay.
- (b) An Employee required by the Employer to temporarily replace another Employee in a job classification within the Bargaining Unit which has assigned a lower pay grade, shall not have her basic rate of pay adjusted.

Article 23 – Reclassification

- 23.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties.

- 23.02 (a) An Employee's written request to the Human Resource Office for a job classification or job review will be dealt with within sixty (60) days of receipt. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request.
- (b) The review will be based on the job as it was on the date of the request for review. If as a result of this review the job classification is changed it shall be effective as of the date the written request is received in the Human Resources Office.
- (c) If the Employee does not agree to the Employer's decision then the matter may be processed in accordance with Article 11 (Grievance Procedure), commencing at Step II.
- 23.03 (a) When the duties of a job classification are substantially altered by an action of the Employer or where a new job classification is formed during the life of this Collective Agreement which falls within the bargaining unit, the Employer shall give written notice to the Union of the new or altered job classification and the proposed basic rate of pay for such job classification within twenty-one (21) calendar days.
- (b) The Union may contest the proposed basic rate of pay by sending written notice to the Employer. A notice to contest the basic rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
- (c) The Parties shall attempt to resolve the basic rate of pay through negotiations. Should the two Parties fail to reach an agreement through negotiations within sixty (60) calendar days from the date that the Union received notification of the new or altered job classification, the Union shall have an additional fifteen (15) calendar days to refer, in writing, the matter to Arbitration.
- (d) The proposed basic rate of pay for the new or altered job classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed basic rate of pay. Such amended basic rate of pay will be effective from the date of written notice from the Employer to the Union.
- 23.04 An Employee whose position is reclassified to one with a higher basic rate of pay shall be advanced to the next step on the salary schedule that would provide, at minimum, one full increment.
- 23.05 Should the Employer find it necessary to create a new job classification during the life of this Collective Agreement, the new job 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 job 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 job classification is within the scope of the unit for which the Union is the certified bargaining agent.

Article 24 – Resignation

- 24.01 An Employee shall provide the Employer with fourteen (14) calendar days' notice of her desire to resign from her employment.
- 24.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the next regular pay date.

Article 25 – Named Holidays

- 25.01 (a) The following are Named Holidays recognized under this Collective Agreement.

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	Floater Holiday (for Full-time Employees only)

and all general holidays proclaimed by the Government of Alberta or Canada.

- (b) To be eligible for the "Floater Holiday", a Full-time Employee employed by the Employer on June 30th will be entitled to the Floater Holiday between July 1 and December 31st of each year. The Floater Holiday shall not be carried over into the following calendar year.

25.02 Pay for Working on a Named Holiday

An Employee shall be paid for all hours worked on the Named Holiday at one and one-half times (1½X) her basic rate of pay.

25.03 To qualify for a Named Holiday with pay (a holiday-in-lieu), a Full-Time 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 Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.

25.04 Holiday-in-Lieu (Full-Time Employees only)

- (a) A Full-Time Employee who works on a Named Holiday shall be entitled to a holiday-in-lieu as follows:
 - (i) An alternate day off with pay at a mutually agreed time; or
 - (ii) By mutual agreement, a day off with pay added to her next annual vacation; or
 - (iii) By mutual agreement, the Employee may receive payment for such day off with pay without taking the holiday-in-lieu.

The holiday-in-lieu shall be paid at the Full-Time Employee's basic rate of pay for the hours scheduled on the day (shift) taken off.

- (b) The holiday-in-lieu shall be taken within four (4) weeks after the Named Holiday on which it is earned. If the holiday-in-lieu cannot be scheduled within that 4-week period, it shall be paid out pursuant to clause 25.04(a)(iii).

25.05 When a Named Holiday falls during a Full-Time Employee's annual vacation or on a day that would otherwise be a Full-Time Employee's regularly scheduled day of rest, the Full-Time Employee shall be entitled to a holiday-in-lieu per clause 25.04.

25.06 In lieu of Named Holidays, Part-Time or Casual Employees shall be paid $\frac{1}{2}$ four point two percent (4.2 %) of their regular earnings of each pay.

Article 26 – Annual Vacation

- 26.01 An Employee shall be granted the vacation period preferred by her at such times as may be mutually agreed upon by the Employer and the Employee. When the number of eligible Employees in any Group Home, indicates a preference for a specific period which exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, PPDD wide seniority shall be the deciding factor.
- 26.02 An eligible Employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee, subject to the application of clause 26.03(d) and (e).
- 26.03
- (a) An eligible Employee shall apply in writing for the vacation period preferred by her.
 - (b) An eligible Employee shall indicate her choice of vacation period(s) between February 1st and March 31st of each year.
 - (c) The Employer shall respond, in writing, to the vacation requests by April 30th. For vacation requests outside of the period in clause 26.03(b), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.
 - (d) The Employer shall make every reasonable effort to grant an eligible Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No eligible Employee shall be allowed more than two (2) weeks vacation in July or August until all eligible staff have had an opportunity for two (2) weeks vacation in July or August.
 - (e) The Employer may establish a limit to the amount of vacation accrual an Employee is entitled to maintain on an ongoing basis.
 - (f) Any Employee who fails to submit their vacation requests by March 31st, shall lose her choice by seniority.
 - (g) Any Employee who submits a vacation request outside of the time period specified in clause (b), shall submit that request no less than seven (7) days in advance.
- 26.04 Vacation period shall not be less than one (1) day, unless where mutually agreed between the Employer and the Employee.
- 26.05 No Employee may continue to work and draw vacation pay in lieu of taking her vacation.

- 26.06 Vacation pay shall be paid at the Employee's basic rate of pay effective immediately prior to the vacation period.
- 26.07 An Employee who resigns or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 26.08 Vacation Entitlement
- (a) During each year of continuous service in the employ of the Employer, an eligible Employee shall earn entitlement to a vacation with pay.
 - (b) Vacation entitlement can be taken on a "use as accrued" basis subsequent to the completion of a satisfactory probation period.
 - (c) The rate at which such entitlement is earned shall be governed by length of total continuous service as follows:
 - (i) During the first (1st) to third (3rd) full years of such employment an Employee earns a vacation of fifteen (15) working days;
 - (ii) During the fourth (4th) to fourteenth (14th) full years of such employment an Employee earns a vacation of twenty (20) working days;
 - (iii) During the fifteenth (15th) to the twenty-four (24th) full years of such employment an Employee earns a vacation of twenty-five (25) working days;
 - (iv) During the twenty-fifth (25th) and subsequent full years of such employment an Employee earns a vacation of thirty (30) working days.
- 26.09 Only those hours paid at the basic rate of pay and on a Named Holiday up to the daily maximum will be recognized for the purpose of determining vacation pay.
- 26.10 Part-Time Employees
- (a) During service in the employ of the Employer, a Part-Time Employee shall earn entitlement to a vacation with pay.
 - (b) Vacation entitlement can be taken on a "use as accrued" basis subsequent to the completion of a satisfactory probation period.
 - (c) Vacation entitlement for Part-Time Employees shall be in accordance with the following formula. The hours paid at the basic rate of pay multiplied by the applicable rate of:

- (i) six percent (6%) during the first (1st) to third (3rd) year of continuous employment
- (ii) eight percent (8%) during the fourth (4th) to the fourteenth (14th) year of continuous employment
- (iii) ten percent (10%) during the fifteenth (15th) to the twenty-fourth (24th) year of continuous employment
- (iv) twelve percent (12%) during the twenty-fifth (25th) and subsequent years of continuous employment.

26.11 Casual Employees

Vacation pay for Casual Employees shall be based on the formula outlined in clause 26.10(c). Casual Employee vacation pay shall be paid on each pay and shall be calculated by applying the applicable percentage to the Casual Employee's regular earnings of the given pay period.

Article 27 – Sick Leave

Full-Time Employees

- 27.01 (a) Sick Leave is a form of insurance provided by the Employer for the purpose of maintaining regular earnings during absences due to: illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable in accordance with the *Workers' Compensation Act*.
- (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 therapy shall be considered sick leave.
- 27.02 After an Employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1½) working days for each full month of employment on the basis of eight (8) hours for each work day up to a maximum credit of one hundred and twenty (120) working days 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) unpaid leave while in receipt of Long Term Disability Insurance Plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board,

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

- 27.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 27.04 An Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the time 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.
- 27.05 Proof of Illness
- (a) Employees may be required to submit satisfactory proof of illness, non-occupational accident, quarantine or attendance of a medical or dental appointment. Where the Employee must pay a fee for such required proof the full fee shall be reimbursed to the Employee. Payment of sick leave benefits shall not be effected until the required substantiation has been received.
 - (b) No Employee shall have her employment terminated or be disciplined solely by virtue of using or having exhausted her sick leave credits.
- 27.06 When an Employee has accrued the maximum sick leave credit of one hundred twenty (120) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 27.07 Sick leave shall not be granted for pregnancy, however, sick leave shall be granted for complications which may arise during a pregnancy. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.
- 27.08 (a) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against

her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.

- (b) When an Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer. She may be required to submit satisfactory proof of such appointment.
- 27.09 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with clause 27.04 (Sick Leave).
- Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" or "out-patient", during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of clause 27.05(a) (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to clause 27.04 (Sick Leave) until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave will be rescheduled to a mutually agreed later time frame.
- 27.10 The Employer will advise an Employee of her accumulated sick leave credits when requested.
- 27.11 The Employer will recognize sick leave credits accrued within other sites of the Employer when an Employee transfers across sites.
- 27.12 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days of work;
 - (b) days on which the Employee is on vacation;

- (c) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
- (d) days on which the Employee is absent from work while attending official negotiating sessions with the Employer or while on leave of absence for union business not exceeding thirty (30) calendar days.

27.13 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 20 (Leave of Absence) 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 fourteen (14) days notice (or such shorter period of time as agreed to by the Employer and Employee) 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 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 job classification, subject to joint consultation between the Employer, the Union and the Employee, a reasonable effort shall be made by the parties to place her in an available position that she is capable of performing. In such a case the Union may agree to waive the posting provisions of the Collective Agreement.

The reinstatement of an Employee in accordance with clause 27.13 (Sick Leave) shall not be construed as being in violation of the posting and/or scheduling provisions of Article 22 (Appointments and Vacancies).

- (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 clause 27.13(b), alternate employment is not available, it may 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.

27.14 Upon termination of employment all sick leave credits shall be cancelled and no payment shall be due.

27.15 Part-Time Employees

All of the foregoing provisions apply, except that a Part-Time Employee shall accumulate sick leave credits on the basis of one and one-half (1½) working days per month pro-rated on the basis of the hours worked by the Part-Time Employee in relation to the regularly scheduled hours for a Full-Time Employee.

27.16 Casual Employees

This Article shall have no application to Casual Employees who are scheduled to work less than three (3) months.

Article 28 – Workers' Compensation

28.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.

28.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.

28.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

28.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with seven (7) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than seven (7) calendar days where agreeable between the Employer, the Union and the Employee.

28.05 If an Employee sustains an injury in the course of her duties with the Employer and is eligible to receive Workers' Compensation, the Employee shall be paid by the Employer ninety percent (90%) of the Employee's regular wages bi-weekly, as defined by the Workers' Compensation Board, for the total period of entitlement, provided she assigns over to the Employer on proper forms the monies due to her from the Workers' Compensation Board.

28.06 The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.

28.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.

28.08 Casual Employees

The provisions of this Article shall not apply to Casual Employees, who are scheduled to work less than three (3) months, however, Casual Employees shall be eligible for Workers' Compensation Benefits in accordance with the laws of Alberta and shall receive such benefits directly from The Workers' Compensation Board.

Article 29 – Occupational Health & Safety

29.01 A Committee will be established to consider matters of Occupational Health and Safety for the Employer's Program for Persons with Developmental Disabilities.

29.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

29.03 The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit for every fifty (50) Employees as members of this Committee. This Committee may include representatives from other Employee groups, however, the number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups represented.

29.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

Occupational Health and Safety

29.05 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to:

- (a) Provide safety equipment when required;
- (b) Install devices where necessary;
- (c) Identify situations in writing to the PPDD OHS&W Committee which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations;
- (d) Assist in the development and promotion of measures to protect the health of Employees in the facility and to check the effectiveness of such measures.

- 29.06 The Employer will co-operate with the Committee by providing:
- (a) Materials and equipment necessary to carry out its functions in accordance with its terms of reference.
 - (b) Data pertaining to workplace health and safety conditions.
- 29.07 An Employee's right shall be respected in accordance with the Occupational Health and Safety Code.
- 29.08 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.
- 29.09 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee at the work site and may make recommendations to the Employer in that regard. The Employer shall reply in writing to the Health and Safety Committee within thirty (30) calendar days of receipt of the recommendations.

Imminent Danger

- 29.10 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Client, Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out her work.
- 29.11 The Employer agrees that it will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged client abuse by an Employee or of alleged assault on an Employee.

Article 30 – Health Benefits

- 30.01 Eligibility for all benefits in this Article shall be Full-time or Part-time Employees who are regularly scheduled to work sixteen (16) hours or more per week.
- 30.02 When the enrollment and other requirements of the benefit carriers have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) An Extended Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.

- (b) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
 - (c) A Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.
 - (d) At the Employers' option, a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
 - (e) A Group Insurance Plan, inclusive of:
 - (i) Basic Life Insurance (1X annual salary);
 - (ii) Basic Accidental Death and Dismemberment Insurance;
 - (iii) Long Term Disability Insurance (income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period).
- 30.03 The implementation and operation of the Benefit Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies or contracts entered into with the benefit carriers.
- 30.04 The Employer shall implement these plans with the premium being shared seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.
- 30.05 The Employer shall advise Employees and the Union of all rate changes pursuant to clause 30.04.
- 30.06 The Employer will provide one (1) copy of each of the plans to the Union.
- 30.07 The parties agree that benefit plan premiums shall be waived while an Employee is in receipt of Long Term Disability.

- 30.08 In the event the Employer elects to change benefit plan carrier(s), the Employer will notify the Union and the Employees.
- 30.09 The Employer's only obligation with respect to the group benefit plan(s) is to deduct and remit the benefit plan premiums. Further, the Employer bears no liability whatsoever for decisions of the benefit plan carrier(s) with respect to claim(s) submitted by the Employee. Any problems with respect to the benefit plan carrier(s) acknowledging or honouring any claim(s) is a matter between the Employee and the applicable benefit plan carrier(s).
- 30.10 Casual Employees
This Article shall have no application to Casual Employees.
- 30.11 Temporary Employees
This Article shall have no application to Temporary Employees who are scheduled to work less than six (6) months.

Article 31 – Transportation Allowance

- 31.01 An Employee who normally travels from work to her normal place of residence by means of public transportation following the completion of her shift but who is prevented from doing so because the Employer required her to remain on duty longer than her scheduled shift and past the time when normal public transportation is available, she shall be reimbursed for the cost of reasonable, necessary, and substantiated transportation expense from work to the place of her normal residence.
- 31.02 When an Employee is authorized by the Employer to use her private automobile, she shall be reimbursed at the rate of forty-two cents (42¢) per kilometer, or the Good Samaritan Society's mileage (transportation allowance) rate, whichever is greater.
- 31.03 Under no circumstances shall an Employee be reimbursed twice for the same travel under this Article.
- 31.04 The transportation allowance shall be paid for the shortest distance between locations.

Article 32 – Pension Plan

- 32.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.

- 32.02 The Pension Plan shall be open to all Employees, subject to enrollment requirements, other than those Employees who are already members of another pension plan with the Employer.
- 32.03 The Employee and the Employer shall make matching bi-weekly contributions of four percent (4%) of the Employee's basic rate of pay.
- 32.04 The implementation and operation of the Pension Plan referred to above, shall, at all times, be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier.
- 32.05 The Employer shall make available copies of information brochures to all Employees participating in this plan and to the Union.

Article 33 – Employee Liability

- 33.01 The Employer will maintain Comprehensive General Liability and Medical Malpractice Insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.
- 33.02 In accordance with the certificate of insurance, the Employer shall provide legal representation for matters arising out of the performance of an Employee's assigned duties.

Article 34 – On-Call

34.01 Definition

On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request for staff scheduling.

34.02 On-Call Pay

For each assigned hour of authorized on-call duty, an Employee shall be paid:

- (a) On regularly scheduled days of work, the sum of two dollars and twenty five cents (\$2.25) per hour; and
- (b) On scheduled days of rest and Named Holidays, the sum of three dollars and twenty-five cents dollars (\$3.25) per hour. A Named Holiday or scheduled day of rest shall run from zero zero zero one (0001) hours on the Named

Holiday or scheduled day of rest to twenty-four hundred (2400) hours on the same day.

- (c) Wherever possible, an Employee shall not be assigned to on-call duty more than seven (7) consecutive days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an employee has two (2) consecutive days off without being on-call. Where an Employee is on-call for more than seven (7) consecutive calendar days at her request or as the result of an exchange with another employee, the regular on-call rate shall apply.

34.03 Pocket Pagers/Modems

When an Employee is supplied a pocket pager or modem by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the pocket pager or modem.

Article 35 – Technological Change

- 35.01 (a) When the Employer is considering the introduction of technological change, the Employer shall provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects on Employees.
 - (b) This notice shall be given to the Union fifty-six (56) calendar days, or longer when possible, prior to the introduction of a technological change.
 - (c) If full details of the impact of the planned change are not available within the time limit noted above, the Employer agrees to disclose information as it becomes available.
- 35.02 All new job classifications or positions, within the scope of the bargaining unit, created as a result of technological change, or, current job classifications which are changed as a result of technological change and continue to be appropriate to the bargaining unit, shall be included in the bargaining unit. The basic rate of pay for all new job classifications within the bargaining unit shall be negotiated between the Union and the Employer for the new job classifications created by such technological change.
- 35.03 (a) No Employee shall be terminated by the Employer because of technological change.

(b) Article 13 (Layoff and Recall) shall apply if any reduction in Employee's regularly scheduled hours of work occurs due to technological change.

35.04 The Employer, in cooperation with the Government of Alberta, may participate in training or retraining any Employee thus affected by technological change.

Article 36 – Sleep Hours

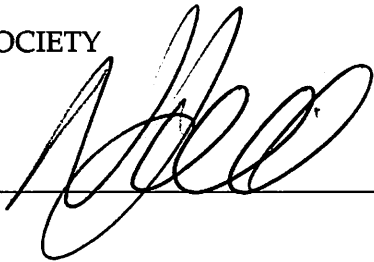
36.01 Sleep hours will be paid at the minimum wage as set forth in under the Alberta *Employment Standards Code*. When an employee is required to return to active duty from her sleep period, she will be paid at her basic rate of pay for the time on active duty.


Signatures

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

Dated at Edmonton, Alberta this 2nd day of December, 2016.

ON BEHALF OF THE GOOD SAMARITAN
SOCIETY

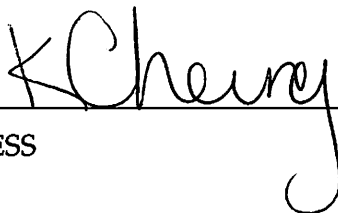




WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES





WITNESS

Salary Appendix

<u>Team Coordinator</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
July 1, 2015*	\$21.93	\$22.39	\$22.90	\$23.40	\$23.91	\$24.42
July 1, 2016*	\$22.65	\$23.12	\$23.64	\$24.16	\$24.69	\$25.22
July 1, 2017*	\$23.10	\$23.58	\$24.11	\$24.64	\$25.19	\$25.72

<u>Community Services Worker</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
July 1, 2015*	\$13.63	\$14.75	\$15.86	\$16.96	\$18.08	\$19.16
July 1, 2016*	\$14.08	\$15.23	\$16.38	\$17.51	\$18.67	\$19.79
July 1, 2017*	\$14.36	\$15.54	\$16.71	\$17.86	\$19.04	\$20.18

*Effective the first full pay period starting on or after the date shown.

Notes:

1. Relief (casual) hours shall be paid at the basic rate of pay up to Step 2.
2. Part-time and Casual Employees working relief hours shall earn wage progression for the purposes of relief hours up to Step 2.

LETTER OF UNDERSTANDING #1

between

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(On behalf of Local 042 Chapter 007)

LOU #1 re: Employment Insurance Rebate

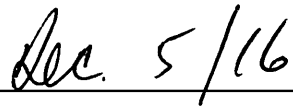
The parties agree that the unionized Employees' share of Employment Insurance (EI) Rebate Funds are to be placed in a separate Good Samaritan Society Social Fund for Local 042 Chapter 007.

It is agreed that the EI Rebate Funds for the fiscal year will be determined by the EI rebate calculation for the previous fiscal year.

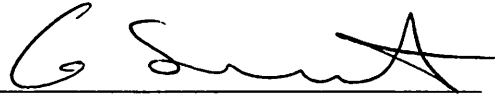
This Letter of Understanding shall be in force and effect in accordance with term set out in Article 1 (Term of Collective Agreement).



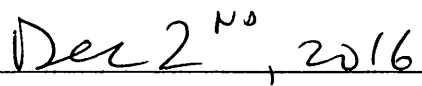
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #2

between

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(On behalf of Local 042 Chapter 007)**LOU #2 re: Application of the Collective Agreement – Temporary Employees**

For the Collective Agreement term expiring June 30, 2018, the parties agree to the following understanding regarding the application of the Collective Agreement to Temporary Employees.

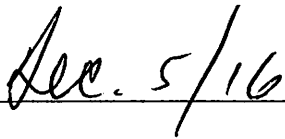
1. The parties hereby agree that all provisions of this Collective Agreement shall apply to Temporary Employees except as follows:
 - (a) Article 15 (Performance Appraisals and Personnel Files);
 - (b) Article 22 (Appointments and Vacancies). During the term of a temporary position, an Employee shall be eligible to apply on job postings in accordance with the following:
 - (i) Such Employees shall be eligible to apply on job posting of vacancies for regular positions pursuant to clause 22.01. In the event that such Employee is successful on a job posting pursuant to clause 22.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
 - (ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired;
 - (c) Article 30 (Health Benefits) prior to the completion of three (3) months of continuous service;
 - (d) Article 13 (Layoff and Recall)which are superseded by the following.
2. (a) A Temporary Employee shall not have the right to grieve the termination of the term position.

- (b) The Employer shall provide at least seven (7) calendar day's written notice of termination of her term position.


- (c) An Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 13 (Layoff and Recall) when no longer required in the temporary capacity.



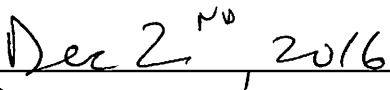
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #3

between

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(On behalf of Local 042 Chapter 007)

LOU #3 re: Collective Agreement Review

Within ninety (90) calendar days of the date of exchange of written notice of ratification of the Collective Agreement expiring June 30, 2018, the parties will commence meeting to review of the Collective Agreement in advance of collective bargaining of the succeeding Collective Agreement.

The intent of the review the Collective Agreement is to identify and make changes to the readability and organization of the Collective Agreement and by that, the parties do not intend to pursue amendments to the Collective Agreement that would otherwise result in a material change(s) to it. Though not intending to limit the generality of the review process, the review will seek to address matters like wording and grammar improvements, elimination of redundant wording, improved consistency in the wording, formatting of clauses and articles, and other such changes the parties may agree upon during the review process.

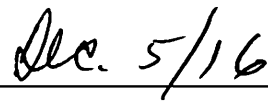
The results of the review will be subject to the parties' separate approval. If the results are approved by both parties, then the resulting changes to the Collective Agreement will be retained as agreed to items upon the commencement of collective bargaining of the succeeding Collective Agreement.

This Letter of Understanding is entered into on a without prejudice and without precedent to any other matter that exists now or that may arise in the future between the parties.

This Letter of Understanding shall remain in effect until the parties have confirmed approval of the results or on the first day of collective bargaining of the succeeding Collective Agreement, whichever occurs first.



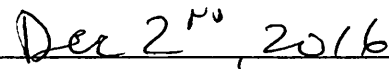
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #4

between

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(On behalf of Local 042 Chapter 007)

LOU #4 re: Lump Sums

The Parties agree that Employees shall receive a lump sum payment as follows.

1. Lump Sum #1 (2016)

- (a) Employees on staff as of the date of exchange of written notice of ratification will be eligible for the lump sum subject to points 1(b) and 1(c) below.
- (b) Employees who were full-time on July 1, 2016 shall receive a lump sum of seven hundred and fifty (\$750).
- (c) Employees who were either part-time or casual on July 1, 2016 shall receive a lump sum of up to seven hundred and fifty (\$750). The actual amount of a Part-time or Casual Employee’s lump sum payment shall be calculated as follows.

$$\begin{array}{rcl}
 \text{Lump Sum} & & \text{Hours paid for the twenty-six (26) pay} \\
 \text{Pay} & = & \text{periods immediately preceding July 1,} \\
 & & \text{2016} \\
 & & \hline
 & & \text{2080}
 \end{array}
 \times \$750$$

2. Lump Sum #2 (2017)

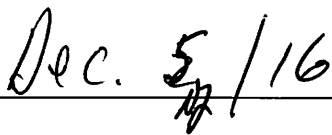
- (a) Full-time Employees on staff as of July 1, 2017 shall receive a lump sum of seven hundred and fifty (\$750).
- (b) Part-time and Casual Employees on staff as of July 1, 2017 shall receive a lump sum of up to seven hundred and fifty (\$750). The actual amount of a Part-time or Casual Employee’s lump sum payment shall be calculated as follows.

$$\begin{array}{rcl}
 \text{Lump Sum} & & \text{Hours paid for the twenty-six (26) pay} \\
 \text{Pay} & = & \text{periods immediately preceding July 1,} \\
 & & \text{2017} \\
 & & \hline
 & & \text{2080}
 \end{array}
 \times \$750$$

3. For the purposes of this Letter of Understanding, "hours paid" includes hours paid at the basic rate of pay excluding overtime hours. Without limiting the generality of the foregoing, hours paid shall exclude Sleep Hours.
4. The lump sum payment shall not be pensionable and, therefore, shall not be subject to pension contributions.
5. The lump sum payment shall be subject to deductions required by law.
6. On payment of the second lump sum payment, this Letter of Understanding shall cease to exist.



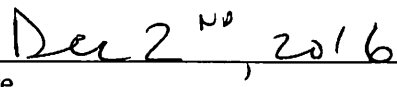
 On behalf of the Employer



 Date



 On behalf of the Union



 Date