

COLLECTIVE AGREEMENT

BETWEEN

**THE SALVATION ARMY
EDMONTON GRACE MANOR**

AND

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047/020**

Effective: October 1, 2017 to September 30, 2019

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The Salvation Army
Edmonton Grace Manor
(hereinafter referred to as "the Employer")

of the first part

- and -

The Alberta Union of Provincial Employees
On behalf of Local 047/020
(hereinafter referred to as "the Union")

of the second part

Preamble

Agreeing that the primary purpose of the Employer is to provide residents with efficient and competent services and recognizing that Edmonton Grace Manor is a facility operated and governed by the tenets of the Salvation Army, which is a faith based organization. It is understood that the following laws cover the operation of this facility, all applicable federal, provincial and municipal legislation, regulations and by-laws.

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of Resident, 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.

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

ARTICLE 1
Definitions

1.01

In this Collective Agreement unless the context otherwise requires:

- (a) "Ad Hoc Position" means a position established for practicum students or for Special Projects, whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement;
- (b) "Bargaining Union Work" shall only be performed by members of the Bargaining Unit except in the following circumstances:
 - (a) in emergency situations;
 - (b) for instruction purposes;
 - (c) celebrations (i.e. Christmas and birthdays).
- (c) "Basic Rate of Pay" shall mean the wage rate applicable to an Employee as specified in Pay Classifications;
- (d) "Code" means the Labour Relations Code, Chapter L-1.2, Consolidated August 20, 1991, or as such Act may be amended from time to time as the case requires;
- (e) "Common-law spouse", for the purpose of this Agreement, shall mean a person of the opposite sex or same sex who resides with the Employee and who has been held out publicly as his/her spouse for a period of at least one (1) year.
- (f) "Employee" means any person employed in a job classification within the bargaining unit and whose service is designated as:
 - (i) "Regular Full-time", an Employee who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Regular Part-time", an Employee who is regularly scheduled for less than the full time hours specified in the "Hours of Work" Article of this Collective Agreement;
 - (iii) "Temporary Employee", is one who is hired on a temporary basis for a full-time or part-time position:
 - (a) for a specific job of more than three (3) months but less than twelve (12) months; or
 - (b) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (c) 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.

The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union.

- (iv) "Casual Employee" is a person who:
 - (a) works on a call-in basis and is not regularly scheduled; or
 - (b) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (c) relieves for an absence the duration of which is three (3) months or less.
- (g) "Employer" shall mean, in addition to the The Salvation Army Edmonton Grace Manor, such officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties;
- (h) "Facility" means the manor named as the "Employer" in this Collective Agreement.
- (i) "Layoff" includes a cessation of employment, or elimination of a job resulting from a reduction in the amount of work required to be done by the Employer, a reduction in hours, a reorganization, program termination, closure or other material change on organization, and where should work shall become available, employees will be recalled in accordance with Article 15.
- (j) "Local" means Local 047/020 of the Alberta Union of Provincial Employees;
- (k) "Regularly Scheduled" shall mean the scheduling of work as assigned in the posted rotation;
- (l) "Shift" means a daily tour of duty exclusive of overtime hours;
- (m) "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks;
- (n) "Union" means The Alberta Union of Provincial Employees;
- (o) For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the shift starts;

ARTICLE 2

Application

2.01

This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.

- 2.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in Pay Classifications hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 2.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or the Government of Canada applicable to the Employer, the provision 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.
- 2.04 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.
- 2.05 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.
- 2.06 Negotiations shall be conducted in accordance with the provisions of the Code.
- 2.07 "Shall" shall be interpreted to be mandatory rather than directory.

ARTICLE 3 Management Rights

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.02 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, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) hire, promote, transfer, layoff and recall Employees; and
 - (d) demote, discipline, suspend or discharge for just cause.

3.03 Bargaining Unit Exclusions

The parties agree that the following positions are excluded from the bargaining unit:

- (a) Persons who perform managerial duties:

- (i) Executive Director;
 - (ii) Director of Care;
 - (iii) Support Services Manager;
 - (iv) Environmental Service Manager;
 - (v) Food Services Manager;
 - (vi) Recreation Therapy Supervisor;
 - (vii) Director of Operations
 - (viii) Resident Care Manager
- (b) Persons who perform in a confidential capacity regarding labour relations:
- (i) Employee Relations Manager/IT Coordinator;
 - (ii) Employee Relations Assistant;
 - (iii) Executive Assistant.
- (c) Volunteer Coordinator;
- (d) Officers of The Salvation Army;
- (e) Chaplain and Assistant Chaplain.

ARTICLE 4 Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (a) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 4.02 The Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded under the provisions of the Labour Relations Code (LRC).
- 4.03
- (a) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's name.
 - (b) The Employer shall grant Union Representatives access to its premises for Union business subject to approval of the Human Resources/IT Coordinator or designate.
 - (c) Union membership meetings may be held on Employer premises subject to approval of the Employer.

- 4.04 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.
- 4.07 The Employer shall advise new Employees of the fact that a collective Agreement is in effect. A Union Steward shall have the right to give a union orientation of up to thirty (30) minutes for new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- 4.08 Bargaining Union Work shall only be performed by members of the Bargaining Unit except in the following circumstances:
- (a) in emergency situations;
 - (b) for instruction purposes;
 - (c) celebrations (i.e. Christmas and birthdays).
- 4.09 The Employer agrees not to contract out bargaining unit work during the life of the Collective Agreement.

ARTICLE 5

Bulletin Boards

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

ARTICLE 6
Union Membership and Payment of Dues

- 6.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
 - (c) All Employees covered by this agreement shall become members of the Union and shall maintain membership in good standing as a condition of employment.
- 6.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 6.03 Deductions of amounts equal to the dues for all Employees, shall commence with the first (1st) full pay period of employment.
- 6.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.05 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 sixty (60) days prior to the effective date of the change.
- 6.06 Consistent with the payroll system of the Employer, the Union will advise the employer of the bi-weekly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include names, positions, status (Full-time, Part-time, Temporary, Casual), and classification of newly hired and terminated Employees; employees on an unpaid LOA of ten (10) days or more; and employees on Long Term Disability. The remittance of Union dues shall be by direct deposit to the Union's bank account.
- 6.07 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 7
In-Service Program

- 7.01 (a) The parties to this agreement recognize the value of continuing in-service education for employees in auxiliary nursing and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs which may be offered by the Employer.
- (b) Employees who, with the prior approval of their Supervisor, attend an in-service shall not suffer a loss of pay for such attendance. An employee who is required to attend a training course or seminar shall be paid straight time for attendance at such a meeting, or granted time in lieu.
- (c) The Employer's policy governing in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:
- (i) emergency preparedness (including fire, evacuation and disaster procedures);
 - (ii) CPR (when established by the employer as a mandatory qualification);
 - (iii) mental health training, prevention and management of staff abuse.
- 7.02 All Employees required by the Employer to be a Licensed Practical Nurse, shall, upon request, be granted three (3) professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay. An Employee shall be advised in advance of any transportation, registration fees, subsistence and other expenses that may be paid by the Employer.
- Applications for such paid professional development opportunities shall be made in writing to the Employer as early as possible and approval will be subject to operational requirements.

ARTICLE 8
Employee Management Advisory Committee (EMAC)

- 8.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee consisting of a maximum of six (6) persons, with equal representation from the Parties.
- 8.02 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.
- 8.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.

- 8.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 8.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority to represent their respective membership and should be as constant as reasonably possible with a minimum of alteration or substitution.
- 8.06 The Chair on EMAC shall be a representative of the Employer, and the Vice-Chair shall be a representative of the Union.
- 8.07 EMAC shall meet at a mutually acceptable hour and date. The EMAC shall meet at least bi-monthly.
- 8.08 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 8.09 Time spent in meetings of this Committee shall be with no loss of pay. In the event the meetings are held on an Employee's day of rest, they shall be credited straight time for the hours spent in meetings. Such time shall not be included for purposes of computing overtime.

ARTICLE 9

Grievance Procedure

9.01 Grievance Procedure

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 9.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 9.05 A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

- (c) a policy grievance is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the President of the Union and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

9.02

Authorized Representatives

- (a) An Employee may be assisted and represented by the Union or Union Representative when presenting a grievance.
- (b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustment as provided in this Article. However, no representative shall leave their work without obtaining consent from their supervisor which shall not be unreasonably withheld. The Union representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises.
- (c) The Employer will provide the Union within three (3) months of the signing of this Agreement, a written list of the titles of Authorized Representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

9.03

Time Limits

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Paid Holidays which are specified in Article 23.

Communications

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of the Union or designate.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Executive Director or authorized alternate.
- (c) Replies in grievances shall be in writing at all stages to the Union, the grievor and the Local/Chapter representatives.

Facilities for Grievances

The Employer shall supply the necessary facilities including meeting rooms for preparatory meetings and joint grievance meetings.

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.

9.04

Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (c) A suspension or dismissal grievance shall commence at Step 2.

9.05

Steps in the Grievance Procedure

- (a) *Step 1*

An Employee who has a grievance shall, within fifteen (15) calendar days of the date they become aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with the Employee's immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

- (b) *Step 2*

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with their immediate supervisor in Step 1; or
- (ii) a group grievance, within fifteen (15) calendar days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance, the grievance shall be submitted, in writing, stating the article claimed to have been violated, the nature of the grievance and the redress sought. The grievance will be responded to, in writing, by the Director of Care or the appropriate designated representative within fifteen (15) calendar days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) *Step 3*

Within fifteen (15) calendar days of the reply at Step 2, the Employee shall submit the grievance, in writing, to the Executive Director of the facility(s) or designate. The Executive Director or designate shall hold a hearing within fifteen (15) calendar days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Executive Director or representative shall render a written decision within fifteen (15) calendar days of the date of the hearing. If the grievance is not settled at this stage, either party may decide to proceed to Mediation or Arbitration.

9.06 Mediation

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties on an agreed to date for the following purpose:

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

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged. The fees and expenses of the mediator shall be borne equally to the parties to the dispute. If the grievance is not settled at this stage, either party may decide to proceed to Arbitration.

9.07 Arbitration

- (a) (i) Either party wishing to submit a grievance to Arbitration shall, within fifteen (15) calendar days of the receipt of the decision at Step 3 or the mediator's decision of the grievance procedure, notify the other party in writing of its intention to do so and shall nominate an individual to serve as an arbitrator.
- (ii) The recipient receiving the notice shall with fifteen (15) calendar days inform the other party of the name of its appointee to the arbitration board.
- (b) The Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered shall be final and binding on the parties.
- (c) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (d) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman shall be borne equally by the two (2) parties to the dispute.

- (e) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 10
Union Stewards

- 10.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards.
- 10.02 A Union Steward may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, the Union Steward will request time off from their manager, providing as much advance notice as possible. Such time off shall be granted only upon the approval of the manager, which approval shall not be unreasonably withheld.
- 10.03 Arrangements will be made by the manager to ensure that the Union Steward's absence for this purpose, when approved will result in no loss of regular earnings at their basic rate of pay.
- 10.04 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time.
- 10.05 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 10.06 A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised promptly in writing of any change in the list.
- 10.07 The Chapter shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the Executive Director or authorized alternate. Such approval shall not be unreasonably denied.
- 10.08 The Employer shall grant time off without pay and benefits for Employees for the purpose of conducting collective bargaining with the Employer or to participate in Union business.
- Where time off is without pay and benefits, the Employer will maintain the Employee's regular pay and benefits and invoice the Union for the Employee's regular pay and benefits. The Union agrees to reimburse the Employer.
- The Union shall keep the Employer advised, in writing, with up to date lists of the names of officers, committee members and any other representatives of the Union, who are authorized to act in grievances or in other official Union business. The Employer agrees to recognize only those representatives whose names have been submitted in writing.

10.09

Union Leave

- (a) Leaves of absence, without loss of regular earnings will be provided for Union Officers and members to conduct official Union Business on the following basis:
 - (i) Members of negotiating committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement, such meetings to be acceptable to both parties.
 - (ii) Authorized Union representatives, not to exceed three (3) in number, for time spent meeting with representatives of the Employer at a formal Labour Management meeting where matters of mutual concern are discussed. A fourth representative may attend, as required, at the Union's expense.
- (b) Leave of absence without pay for other Union business may be granted to no more than three (3) persons for a period of not greater than two (2) weeks.
- (c) An Employee, who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, for a period of one (1) year. The leave granted for such purposes may be renewed a maximum of one (1) time.

10.10

Union Representative 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 Local/Chapter or parent association, 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.

ARTICLE 11

Discipline

11.01

When the Employer takes disciplinary action against an Employee, apart from discipline of a minor nature which does not become part of the Employee's personnel file, that Employee shall be informed in writing as soon as reasonably possible as to the reason(s) for such action.

- 11.02 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of any similar disciplinary action during that two (2) year period, of which the Employee is aware. Notwithstanding the foregoing, any record of discipline that was entitled for removal and not removed shall not be used in any proceedings against the Employee.
- 11.03 (a) The Employer agrees that access to an Employee's personnel file shall be provided to the Employee, upon written request, once in every year.
- (b) Upon written request, a grievor shall be permitted to review their personnel file in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. The Employee may request a representative of the Union to be present at such time.
- (c) Employees requesting a copy of a document pertaining to a difference or a grievance in their personnel file shall be given such copy provided that the Employee first pays to the Employer a fee to cover the cost of providing such copy. The amount of such fee shall be determined by the Employer.
- 11.04 Any Employee who is to be disciplined shall be entitled to have a Union Steward present at the interview.
- 11.05 It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, they will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose the Union Steward will give their manager as much advance notice as possible. Arrangements will be made by the manager to permit the Union Steward to leave their job for this purpose with no loss of regular earnings at the Union Steward's basic rate of pay, as soon as reasonably possible. Such time off shall be granted only upon approval of the manager, which approval shall not be unreasonably withheld.
- 11.06 An Employee who is to be interviewed regarding an allegation of misconduct lodged against that Employee shall be entitled to have a Union Steward or Union Representative present at the interview at the Employee's request.
- 11.07 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 11.08 An Employee absent for two (2) working days without good and proper reason will be considered to have terminated their employment with the Employer.

ARTICLE 12
Respect in the Workplace

- 12.01 There shall be no discrimination, harassment, bullying, violence, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 12.02 The Union and the Employer agree to respect and dignity in the workplace, support a policy of zero tolerance for violence in the workplace.
- 12.03 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:
- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
 - (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
 - (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- Harassment includes, but is not limited to sexual harassment and workplace violence.
- 12.04 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, or Human Resources for assistance.
- 12.05 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 12.06 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.

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

ARTICLE 13
Probation and Orientation

- 13.01 Upon being appointed a Regular Full-time, or Regular Part-time Employee, a newly hired Employee shall first serve a probationary period of five hundred and five (505) hours worked. Where a Regular Part-time Employee has completed six (6) months employment and has not completed five hundred and five (505) hours worked, they shall be deemed to have completed probation. If a new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice. Notwithstanding any other provisions of this Collective Agreement, a grievance concerning the termination of an Employee during the probationary period shall be finally determined at Step 3 of the Grievance Procedure under Article 9.05 and shall not be a subject of Arbitration under Article 9.07.
- 13.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to an additional five hundred and five (505) hours worked or, for a Regular Part-time Employee, up to six (6) months.
- 13.03 The Employer shall provide a paid orientation period for all new Employees, including:
- (a) orientation for each shift pattern (days, and/or evenings, and/or nights);
 - (b) an orientation to the Employer's organization and an orientation to the site as determined by the Employer;
 - (c) the first three (3) shifts of resident care shall be under guidance.
- 13.04 A request for additional orientation shall not be unreasonably denied.

ARTICLE 14
Seniority

- 14.01 Seniority shall be based on Employee status as Regular Full-time or Regular Part-time.

- 14.02 An Employee's Seniority Date shall be the date of hire within the bargaining unit on which a Regular Employee's continuous service in the facility's employ commenced within the bargaining unit, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.
- 14.03 The Employer shall provide, once per year, an updated Seniority List for Regular Employees. These lists shall be posted on Union Bulletin Boards and copies forwarded to the Union Steward and the Membership Services Officer.
- 14.04 Seniority shall be considered in determining:
- (a) preference for vacation time subject to the provisions specified in the Annual Vacation Article;
 - (b) layoff and recalls, subject to the provisions specified in Layoff and Recall Article;
 - (c) appointments, transfers and in filling vacancies subject to the provisions specified in the Job Opportunities Article.
- 14.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 15
Layoff and Recall

- 15.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 15.02 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Regular Employees shall be fourteen (14) days.
- 15.03 The Employer shall layoff Employees in reverse order of their seniority within a classification, providing those retained are qualified and able to perform the work remaining to be done.
- 15.04 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 15.05 An Employee(s) shall be entitled to recall for a position for which they are qualified to perform. Such Employee(s) shall be recalled in order of seniority.
- 15.06 An Employee shall be responsible for providing the Employer with their current address for recall purposes.
- 15.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within two (2) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or

- (c) upon the expiry of one year or two hundred and seventy five (275) calendar days following layoff during which time the Employee has not been recalled to work.

15.08 At the option of the Employer, and subject to advance approval by the insurer and continued payment of premiums, if employment terminates because of layoff, all benefits except Long Term Disability may be continued, but not beyond the end of the policy month following the month in which the absence commenced unless prior approval is secured. If the Employee elects to maintain coverage they shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under the plans. Notwithstanding the foregoing, Employee(s) shall not be subject to layoff while in receipt of Article 25, Sick Benefits, Article 27, Long Term Disability, or in receipt of Workers Compensation benefits.

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

ARTICLE 16

Job Opportunities

16.01 Vacancies to be filled which fall within the Bargaining Unit will be posted for a period of not less than seven (7) calendar days. The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and full-time equivalency (FTE);
- (d) range of rate of pay;
- (e) if temporary, the anticipated duration of such position.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shift pattern and the shift cycle.

16.02 (a) All applications for job postings shall be made in writing to the contact person designated on the posting.

(b) A copy of all job postings shall be forwarded to the Union and the Union shall be advised of all successful candidates.

16.03 (a) When filling vacancies within the bargaining unit, the determining factors shall be the senior qualified applicant shall be awarded the position.

- (b) Subject to 16.03 (a), Regular Employees shall be given preference over Temporary, Casual and external applicants.
- 16.04 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for five (5) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- 16.05 A regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. At the completion of the temporary term, the Regular Employee shall return to their former position.
- 16.06 The Parties may mutually agree to waive application of this Article.
- 16.07 An Employee transferred or promoted to a position in the Bargaining Unit requiring new or more progressed abilities or qualifications shall serve a trial period of up to five hundred and five (505) hours worked in the new position. During the trial period the Employee may either:
- (a) return to their former position at the Employee's request, if available; or
 - (b) be returned to their former position by the Employer;
- but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be in the same classification.
- 16.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of Rehabilitative Work Experience.

ARTICLE 17

Acting Incumbents

- 17.01 When a Full-time or Part-time Employee is assigned by their immediate supervisor to:
- (a) replace another Employee in a higher paid classification within this Collective Agreement for three (3) shifts or longer, they shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification.
 - (b) temporarily relieve an out of scope position for three (3) shifts or longer, the Employee will be paid an Employer determined premium in addition to their Basic Rate of Pay.
 - (c) to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

ARTICLE 18
Hours of Work

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

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

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

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

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

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

- 18.06
- (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at one and one half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.
 - (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.

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

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

- (a) an Employee shall have two (2) consecutive days of rest on at least two (2) weekends in a five week period. "Weekend" shall mean a Saturday and the following Sunday;
- (b) an Employee shall not be scheduled to work seven (7) consecutive shifts more than once in a five (5) week cycle;

- (c) where an Employee works a compressed work week, the ratio of days worked to days off and time off between shifts shall be adjusted accordingly;
- (d) shift schedules shall provide for:
 - (i) at least fifteen and one half (15 1/2) hours off-duty between shifts, except for Employees working extended shifts or a compressed work week;
 - (ii) not more than two (2) different shift starting times between scheduled days off;
 - (iii) no split shifts;
 - (iv) no shift shall be less than four (4) hours.

18.09

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

18.10

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

18.11

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

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

18.13 Modified Work Schedules

- (a) Following ratification, where the Employer wishes to implement a modified work schedule, the Employer shall consult with the Union, providing information about the areas and the affected positions to which the modified work schedule shall apply. The parties will meet to discuss the modified work schedule and the application of the collective agreement.
- (b) The Employer agrees to provide the Union with a list of all areas and positions for which a modified work schedule was in effect on the date of ratification of this Collective Agreement.
- (c) Employees working modified work schedules will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

ARTICLE 19

Overtime

19.01 "Overtime" shall be defined as hours worked in excess of eight (8) hours in a day or forty-four (44) hours in a week, except for employees working a compressed work week where "overtime" shall be defined as hours worked in excess of twelve (12) hours in a day or forty-four (44) hours, in a week, averaged over a complete shift cycle.

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

19.02 Where overtime is approved, it will be paid one and one half (1 1/2) times the Basic Rate of Pay for the first two (2) hours and two times (2X) thereafter.

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

- 19.04 Regular Part-time Employees working less than the normal hours of work stated in Clause 18.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the applicable overtime threshold in Article 19.01, after which the overtime provisions of Clause 19.02 shall apply.
- 19.05 (a) An Employee may request time off in lieu of overtime worked by mutual agreement.
- (b) In the event mutual agreement between the Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the overtime rate.
- (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the overtime rate.
- 19.06 An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break without pay at the Employee's option and shall provide a meal free of charge.

ARTICLE 20

Reporting Pay

- 20.01 (a) In the event that an Employee reports for work as scheduled and is requested by the Manager to return home, the Employee shall be compensated by a payment of four (4) hours pay at their Basic Rate of Pay, or for the total number of hours worked at their Basic Rate of Pay, whichever is greater.
- (b) In the event an employee is notified with less than two (2) hours notice before the commencement of their shift not to report to work, they shall be compensated two (2) hours pay at the Basic Rate of Pay.

ARTICLE 21
Shift Differential

21.01

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

(a) *Evening Shift*

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

(b) *Night Shift*

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

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

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

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

21.02

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

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

ARTICLE 22
Weekend Premium

- 22.01 Effective date of ratification, an Employee shall, in addition to shift premium, receive a weekend premium of two dollars and fifty cents (\$2.50) per hour for each hour actually worked between seventeen hundred (1700) hours on Friday and zero six hundred and forty-five (0645) hours on Monday, provided that greater than one (1) hour is worked between those hours.
- Notwithstanding the above, for Employees working a shift that concludes between seventeen hundred (1700) and twenty-one hundred (2100) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
- 22.02 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.
- 22.03 An Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 23
Paid Holidays

- 23.01 (a) Regular Permanent Employees shall be entitled to receive a day off with pay on or for the following Paid Holidays:
- | | |
|----------------|----------------------|
| New Year's Day | August Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Canada Day | Remembrance Day |
| Victoria Day | Christmas Day |
| | Boxing Day |
- (b) In addition to the foregoing paid holidays, Employees who are employed as of January 1st of each contract year, shall be granted an additional "floater" holiday in that contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff; or
 - (ii) in receipt of compensation from the Workers' Compensation Board; or

- (iii) an unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
- (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason.

An Employee shall not be entitled to:

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

for the aforementioned Paid Holidays.

23.02 To qualify for a paid holiday with pay the Employee must:

- (a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to reasons acceptable to the Employer;
- (b) work on the Paid Holiday when scheduled or required to do so;
- (c) be employed at least thirty (30) days prior to the paid holiday.

23.03 An Employee obliged in the course of duty to work on a Paid Holiday shall be paid for all hours worked on the paid holiday at one and one-half times (1 1/2 X) their Basic Rate of Pay plus:

- (a) by mutual agreement between the Employer and the Employee, one (1) day's pay at the Basic Rate of Pay, to be paid out no later than the last day of June in a given year; or
- (b) a day off with pay, to be taken at a time mutually agreed upon by the Employee and the Employer, however, if such time is not taken by the last day of June in a given year it shall be paid out by the Employer at the Basic Rate of Pay applicable to that day at the time so worked.
- (c) An Employee obliged to work on Christmas Day or New Year's Day shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:
 - (i) an alternate day off at a mutually agreed to time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation;
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

- 23.04 When a Paid Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off or during an Employee's vacation, a Full-time Employee shall receive an alternate day off with pay at the Basic Rate of Pay, to be taken at a time mutually agreed upon by the Employee and the Employer, within thirty (30) calendar days of the date of the Paid Holiday. If no agreement is reached then the day(s) will be scheduled by the Manager. However, if such time is not taken by the last day of June in a given year, it shall be paid out by the Employer at the Basic Rate of Pay applicable to that day at the time so worked.
- 23.05 No payment shall be made for any Paid Holiday occurring during a layoff or unpaid leave of absence.
- 23.06
- (a) Where possible, unless a Permanent Employee requests otherwise, they shall be scheduled so as to be given either Christmas Day or New Year's Day off.
 - (b) Where an Employee is granted Christmas Day off in accordance with 23.06(a), the Employer shall make efforts to schedule that Employee such that they shall receive two (2) consecutive days where the Employee shall not be obligated to work (i.e. December 24th and December 25th or December 25th and December 26th).
 - (c) Where an Employee is granted New Year's Day off in accordance with 23.06(a), the Employer shall make efforts to schedule that Employee such that they shall receive two (2) consecutive days where the Employee shall not be obligated to work (i.e. December 31st and January 1st or January 1st and January 2nd).
- 23.07 Casual and Temporary Employees
- (a) On each pay cheque Casual and Temporary Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of Paid Holiday benefits.
 - (b) Casual and Temporary Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.

ARTICLE 24

Annual Vacation

- 24.01 Definition:
- For the purpose of this Article:
- (a) "Vacation" means vacation with pay.
 - (b) "Vacation Year" means the twelve-month period commencing on the first day of July in each calendar year and concluding on the last day of June of the following calendar year.
 - (c) Regular Full time and Part time Employees will commence earning vacation entitlement upon the date of commencement of employment.

24.02

Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{ccccc} \text{Employer paid} & & & & \text{Number of hours} \\ \text{hours at the Basic} & \times & \text{The applicable \%} & = & \text{of paid vacation} \\ \text{Rate of Pay} & & \text{outlined below} & & \text{time to be taken} \end{array}$$

- (i) during the first (1st) to sixth (6th) years of employment, six percent (6%); and
 - (ii) during the seventh (7th) to thirteenth (13th) years of employment, eight percent (8%); and
 - (iii) during the fourteenth (14th) to nineteenth (19th) years of employment, ten percent (10%); and
 - (iv) during the twentieth (20th) and subsequent years of employment, twelve percent (12%).
 - (v) Vacation may be taken as it is accrued. Except with the approval of the Employer, there shall be no carry over of vacation. Employees may not waive a vacation period in lieu of pay.
- (b) Vacation Earning Portability
- Where a voluntarily terminated Employee commences employment within three (3) months of the date of termination of employment with another Employer signatory to an agreement containing this provision, such Employees may at the discretion of the Employer, after one (1) year of service, receive vacation entitlement as though their employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

24.03

- (a) Notwithstanding Article 24.02, vacation with pay shall not accrue during periods while:
- (i) on layoff; and
 - (ii) on unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; and
 - (iii) in receipt of compensation from the Workers' Compensation Board; and
 - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

24.04

Time of Vacation

- (a) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer. An Employee who choose to divide their vacation may only exercise seniority rights as per 24.04(b) for one (1) vacation period per calendar year.
- (b) Seniority within each Classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. A request for vacation must be submitted on a vacation request form clearly indicating the last day worked and the day due to return to work.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.
- (f) An employee that fails to submit their vacation request by March 15th shall lose their choice by seniority.
- (g) No vacation will be granted from December 18th to January 7th due to Christmas and New Year's time off for staff.

24.05

Supplementary Vacation

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

- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (b) Upon reaching the employment anniversary in (a), an Employee may elect to receive payment in lieu of banking supplementary vacation days.

ARTICLE 25

Sick Leave

- 25.01 (a) Sick leave is a benefit provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses, which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 25.02 An Employee shall be allowed a credit for sick leave from the date of employment calculated in hours in accordance with the following formula:
- $$\text{Employer paid hours at the Basic Rate of Pay} \times 4.6\% = \text{Number of hours of paid sick time credited in each full month of employment}$$
- up to a maximum credit of six hundred and fifty-eight point seven five (658.75) hours per FTE. In the case of:
- (a) unpaid leave of absence; or
 - (b) sick leave in excess of five (5) work days.
- sick leave shall not accrue.
- 25.03 Employees reporting sick shall advise the Employer as soon as possible and bi-weekly unless otherwise mutually agreed upon.
- 25.04 Subject to Article 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 25.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

- 25.06 When an Employee has accrued the maximum sick leave credit of six hundred and fifty-eight point seven five (658.75) hours per FTE they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 25.07 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Articles 25.01, 25.02 and 25.05.
- (b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.01, 25.02 and 25.03 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 25.08 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 25.09 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
- (b) all days worked including paid education leave;
- (c) sick days of less than six (6) work days duration.
- 25.10 An Employee who has exhausted their 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 for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to their disability;

- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
 - (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,
 it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.
- 25.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.
- 25.12 The Employer may require that any Employee undergo a medical examination by a physician:
- (a) In the case of prolonged or frequent absence, or
 - (b) When it is considered that an Employee is unable to satisfactorily perform their duties.
- 25.13 An Employee may be required to provide proof of their fitness to return to duty.

ARTICLE 26

Workers' Compensation

- 26.01
- (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board.
 - (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: Sick Leave; during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
 - (i) the Employee has sick leave credits available; and
 - (ii) the Employee meets the eligibility requirements for sick leave; and

- (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

26.02 An Employee receiving compensation benefits under Article 26.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
- (b) cease to earn sick leave and vacation credits subject to Articles 24.03 25.01, 25.02 and 25.03;
- (c) not be entitled to Paid Holidays with pay falling within the period of Workers' Compensation leave.

26.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by them immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 25 or 27.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

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

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

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

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

(c) any applicable law of Alberta.

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

ARTICLE 27

Prepaid Health Benefits

27.01 The Employer agrees to provide benefits to eligible Regular Full-Time and Regular Part-Time Employees of The Salvation Army Edmonton Grace Manor in accordance with the terms of the Employer's Benefit Plan.

As of the date of ratification, the Benefit Plan includes coverage for:

- health care
- dental care
- long-term disability
- life insurance
- accidental death and dismemberment.

The types of coverage and benefits in the Benefit Plan and the operation of the Benefit Plan shall be governed by the terms and conditions of the Benefit Plan and the contracts between The Salvation Army and the benefit insurers, as provided for in the Employer's Policy #26508 and the Insurer's Policy #32179.

The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

27.02 Employees will be given information about the Employee's premium costs when they are selecting the types of coverage they wish to have under the Benefit Plan.

The Employer shall pay one hundred percent (100%) of the premiums for an eligible Employee who selects single coverage for the core plan for health care, dental care, life insurance and accidental death and dismemberment. An eligible Employee is responsible for one hundred percent (100%) of the premiums associated with long-term disability. Employees are responsible for additional premiums associated with couple, family coverage and other options offered under the Benefit Plan.

27.03 In the event the Provincial Government implements the Alberta Health Care Insurance Plan, the Employer shall provide regular Full-Time Employees a benefit equal to the single premium.

ARTICLE 28
Pension Plan

- 28.01 (a) The Employer agrees to provide a group RRSP to eligible Employees of The Salvation Army Edmonton Grace Manor in accordance with The Salvation Army Group Registered Retirement Savings Plan. The group RRSP shall be open to all Full-time and Part-time Employees, subject to the terms and enrollment requirements of The Salvation Army Group Registered Retirement Plan.
- (b) The Employer shall make available to all eligible Employees copies of the Group RRSP information pamphlets.
- (c) The Employer will make matching contributions up to the maximum in accordance with The Salvation Army Group Registered Retirement Plan for eligible Employees up to the maximum amount.

ARTICLE 29
Safety and Health

- 29.01 The Employer shall establish a Health and Safety Committee which shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. This Committee shall meet at least bi-monthly from September through June. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall suffer no loss of earnings for attendance at these Committee meetings.
- 29.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.
- 29.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date of the recommendation is made the Union Representative may direct that the item be referred to the Executive Director of the Employer forthwith. A written reply will be given within thirty (30) days of the presentation by the Committee.
- 29.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost. Employees accepting a position working with the elderly are responsible to the elderly to follow the public health recommendations for immunization except where allergies would prevent them from doing so.

ARTICLE 30
Leave of Absence

30.01

General Conditions

- (a) Requests for a leave of absence, without pay, where possible should be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstance the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) At the option of the Employer, and subject to advance approval by the insurer and continued payment of premiums, during leaves of absence without pay of longer than thirty (30) calendar days, all benefits except Long Term Disability may be continued, but not beyond the end of the policy month following the month in which the absence commenced unless prior approval is secured. If the Employee elects to maintain coverage they shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under the plans.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstay the leave without permission of the Employer, shall automatically terminate their position with the Facility; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Paid Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving WCB or LTD benefits, they may continue participation in the Alberta Health Care Insurance Plan for the period of their employment pursuant to Article 26.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

(a) Maternity Leave

An Employee who has completed nine (9) months continuous employment shall, upon the Employee's written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI Sub Plan benefits, LTD Maternity leave shall not exceed eighteen (18) months unless mutually agreed otherwise between the Employer and the Employee.

At the Employer's option, an "EI Sub Plan" shall be implemented to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which the Employee has medical substantiation required for sick leave eligibility.

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

(b) Paternity Leave – Subject to Alberta and Federal legislation regulations.

A father-to-be who has completed nine (9) months continuous employment shall upon their written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed eighteen (18) months.

- (i) Subject to section (b) an Employee on maternity leave or paternity leave shall provide the Employer with at least twenty-eight (28) calendar days notice, in writing of their readiness to return to work, following which the Employer will reinstate him in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to him up to the date the Employee commenced leave.

- (ii) In the event that during the period of an Employee's maternity leave or paternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or paternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 15.

30.03

Adoption Leave – Subject to Alberta and Federal legislation and regulations

- (a) An Employee who had completed nine (9) months continuous employment shall upon written request, give twenty-eight (28) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to eighteen (18) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
 - (i) Subject to section (ii) an Employee granted adoption leave shall provide the Employer with twenty-eight (28) days notice, in writing of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to them up to the date the Employee commenced leave.
 - (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 15.

30.04 Court Appearance

- (a) An Employee required by law to appear in court as a member of a jury, or as a witness in matters arising out of their employment with the Employer, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if the Employee had been working, based on the basic rate of pay. The Employee will report to work during those hours that they are not required to attend court. For the purpose of the Employee reporting to work, travel time shall be considered as time required to attend court.
- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

30.05 Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancée). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) working days of such leave of absence, the Employee shall suffer no loss of regular earnings provided that such leave is taken within seven (7) calendar days following the date of death. The Employer may extend bereavement leave by up to three (3) additional days for travel purposes. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

30.06 Compassionate Care Leave

An Employee with a relative in the end-stage of life shall be entitled to leave of absence without pay and benefits for a period up to six (6) months where the Employee has qualified for the compassionate care benefit under Employment Insurance legislation.

30.07 Special Leave

The parties recognize that an Employee may require time off for the purpose of:

- (a) attending a medical or dental appointment that cannot reasonably be scheduled outside of the Employee's hours of work; or

- (b) attend to an unforeseen illness in the immediate family that requires the Employee's care or personal attention.

In such circumstances, the Employee shall inform the Employer with as much advance notice as possible. The Employer shall grant special leave with pay in such circumstances to a Regular Full-Time Employee to a maximum of 23.25 hours in each calendar year. The Employer shall grant special leave with pay in such circumstances to a Regular Part-Time Employee to a prorated maximum number of hours in each calendar year based on the full-time equivalence of their position.

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

30.08 Donor Leave

An Employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ; this leave shall be charged against sick leave.

30.09 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of four (4) weeks' notice is required for leave under this provision. Where four (4) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule banked overtime, vacation or lieu days.

ARTICLE 31

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

31.01 All the Articles of this Collective Agreement shall apply to Regular Part-time Employees, except as specifically modified therein, in which case the modification shall supersede the Article.

ARTICLE 32

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

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

32.02 Hours of Work

- (a) Hours of work for a casual Employee shall be governed by the shift length of the person they are replacing.

- (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except where by mutual agreement.
 - (c) A Casual Employee will not be required to work in a manner where the ratio of workdays to non-workdays exceeds those outlined in Article 18.08.
- 32.03
 - (a) No Casual Employee shall be scheduled except with their consent.
 - (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the day shift.
- 32.04 Casuals must make themselves available at least one (1) weekend per month, four (4) weeks during the months of July and August and available for Christmas Day or New Year's Day and provide availability at least one month in advance. If their availability changes, the Employee must notify the Employer. The Employer may terminate a Casual Employee's employment without just cause when that Employee has failed to make herself available in accordance with this Article.
- 32.05 Notwithstanding Article 24, a Casual Employee shall be paid out vacation pay on each cheque.
- 32.06 A casual employee must work at least one (1) shift every ninety (90) days. If a Casual Employee has not worked in a twelve (12) month period, the Employer may terminate a Casual Employee's employment without just cause upon providing that Employee five (5) days notice.
- 32.07 A grievance concerning a casual employee shall be settled in accordance with Article 9, except that the grievance shall be finally determined at Step 3 and shall not be a subject of arbitration under Article 9.07.
- 32.08 The provisions of the following Articles shall not apply to Temporary Employees:
 - Article 15 - Layoff and Recall
 - Article 25 - Sick Leave
 - Article 27 - Health Benefits
 - Article 28 - Pension Plan
 - Article 30 - Leave of Absence except 30.04, 30.05 and 30.06 does apply
 - Article 31 - Terms and Benefits for Part-time Employees
- 32.09 All other Articles of this Collective Agreement shall apply except as specifically modified herein, in which case the modification shall supersede the Article.
- 32.10
 - (a) The Employer shall provide at least seven (7) calendar days written notice of termination of a Temporary position.
 - (b) A grievance concerning the termination of a Temporary Employee shall be final at Step 3 of the Grievance Procedure.

ARTICLE 33
Legal Indemnification

- 33.01 The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred (100%) percent of the premium cost of such insurance.

ARTICLE 34
Term of Collective Agreement

- 34.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principles of the conditions of this Collective Agreement up to and including September 30, 2019 and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than one (1) calendar month nor more than three (3) calendar months prior to the expiration of its desire to amend this Collective Agreement.
- 34.02 Where notice is served by either party under the Code, provisions of this Collective Agreement shall continue until:
- (a) a new Collective Agreement is ratified; or
 - (b) a strike or lockout commences.
- 34.03 All other benefits granted pursuant to this Collective Agreement shall be effective from the date of ratification.

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

- 35.01 Whereas the parties recognize the value of work experience to post-secondary Students during the period between May 1 and August 31, inclusive, and wish to continue the Employer's practice of making Student Summer employment opportunities available during this time.
- Students shall not displace Employees in the bargaining unit and the parties shall agree upon the application of the following each calendar year.
- The parties agree to the following:
- (a) A "Student" shall be defined as a Student enrolled in a secondary or post-secondary educational program who is returning to school in the fall;
 - (b) The Employer may hire Students for the traditional secondary or post-secondary educational summer break of May 1 to August 31, inclusive, during each (Summer Break);
 - (c) Students hired for part or all of a Summer Break shall be employed according to a recognized federal/provincial Student summer employment subsidization program;

- (d) A "Student" shall be in the bargaining unit and shall be considered a casual employee under the Collective Agreement and shall be subject to the applicable provisions of the Collective Agreement;
- (e) The Union will be supplied annually by May 1, with a list of all Student employees, classifications and work location employed under the terms of this Article.

ARTICLE 36

Notice

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

in the case of the Employer to:

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

and, in the case of the Union to:

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

ARTICLE 37

Salaries

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

37.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay excluding overtime hours following the completion of one thousand nine hundred and seventy-three point seven five (1973.75) hours worked with the Employer.

37.03 Recognition of Previous Experience

- (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units.

37.04 Employees required by the Employer to attend mandatory staff meetings shall be paid at the applicable rate of pay for attendance at such meetings.

- 37.05 An Employee handling cash shall not be required to reimburse the Employer for shortages.
- 37.06 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings.

ARTICLE 38
Transportation

- 38.01 Where the Employer vehicle is not available and a Regular Employee is directed by the Employer to use their own vehicle on Employer business, that Employee shall be reimbursed at the rate of forty-eight (\$0.48) cents per kilometre or the rates outlined in The Salvation Army policy, whichever is greater.
- 38.02 Where an Employee is required to have a special class of driver's license as a condition of employment, the Employer shall reimburse that Employee for the costs of that license.

ARTICLE 39
No Pyramiding

- 39.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

ARTICLE 40
Licensed Practical Nurses

- 40.01 An Employee shall be eligible for reimbursement of dues paid to their Professional College, to a maximum of three hundred (\$300.00) dollars, if:
- (a) At the beginning of the Employee's next registration year, the Employee has an active registration in their Professional College, and requires such active registration to perform their duties; and
 - (b) The Employee has accumulated a minimum of eight hundred and nine (809) hours actually worked in the previous fiscal year.
- 40.02 (a) A Licensed Practical Nurse who is assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five (\$0.65) cents per hour. The Employer will give consideration to those Employees who express interest in participation in this program.

- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

40.03

Responsibility Pay

- (a) A Licensed Practical Nurse who works a night shift, weekend shift or on a Paid Holiday when there is no Registered Nurse scheduled shall be paid a premium of one dollar and twenty-five (\$1.25) cents for each hour worked.
- (b) A Licensed Practical Nurse who works a day shift when the Director of Care and the Resident Care Manager are both scheduled to be away from the site during the entire day shift shall be paid a premium of one dollar and twenty-five (\$1.25) cents for each hour worked.
- (c) At no time shall a responsibility premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 41
Technological Change

41.01

- (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.

41.02

All new classifications or position, 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. A rate of pay for all new classifications within the bargaining unit shall be negotiated between the Union and the Employer for the new classifications created by such technological change.

41.03

Article 15 (Layoff/Recall Procedure), shall apply of any reduction in Employee's regularly scheduled hours of work occurs due to technological change.

41.04

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

LETTER OF UNDERSTANDING #1

between

THE SALVATION ARMY at
Edmonton Grace Manor

and

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

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes, including technological change, that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will select one of or a combination of the following severance options to be offered to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:

Option I:

- (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
- (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full period of one thousand nine hundred and seventy-three point seven five (1973.75) hours worked at the basic rate of pay.
- (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for Part time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
- (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.

Option II:

- (a) A Regular Full-time Employee shall be eligible for severance notice of two (2) weeks for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.

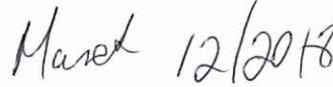

- (b) A Regular Part-time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand nine hundred and seventy-three point seven five (1973.75) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.
 - (c) Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.
- 3. A Regular Employee who has received layoff notice in accordance with Article 15 and for whom no alternate vacant position is available pursuant to Article 15, shall have the option to select either of:
 - (a) Layoff with the placement and recall rights as specified in Article 15 of the Collective Agreement; or
 - (b) Severance as offered by the Employer in accordance with this Letter of Understanding.
- 4. A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.
- 5. A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.
- 6. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 7. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing, of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15 of this Collective Agreement.
- 8.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

9. Severance pay or notice provided under this Letter of understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.


This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending September 30, 2017 or upon the date of ratification of the next Collective Agreement, whichever is later.



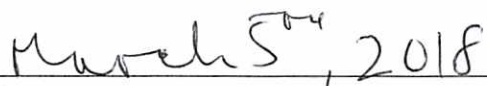

On behalf of the Employer


Date



On behalf of the Union



Date





LETTER OF UNDERSTANDING #2

between

THE SALVATION ARMY at
Edmonton Grace Manor

and

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

RE: EDUCATIONAL ALLOWANCES

The parties agree as follows:

1. Health Care Aides

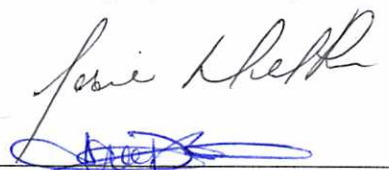
An Employee who is employed as a Health Care Aides shall be eligible for an educational allowance of forty (\$0.40) cents for each hour worked as a Health Care Aides where they submits proof of successful completion of one or more of the following courses or certificates (or equivalencies) from a bona fide post-secondary institution as determined by the Employer:

- (a) Personal Care Attendant (PCA);
- (b) Personal Support Aide (PSA);
- (c) Graduate Practical Nursing (GPN).

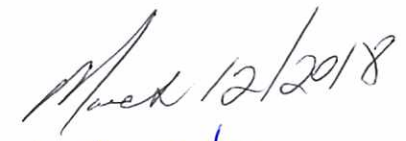
2. Recreation Program Assistant

An Employee who is employed as a Recreation Program Assistant shall be eligible for an educational allowance of thirty (\$0.30) cents for each hour worked as a Recreation Program Assistant where they submit proof of successful completion of a course or certificate as a recreational program assistant (or equivalencies) from a bona fide post-secondary institution as determined by the Employer.


3. An educational allowance paid under this Letter of Understanding shall not form part of an Employee's hourly rate or Basic Rate of Pay.



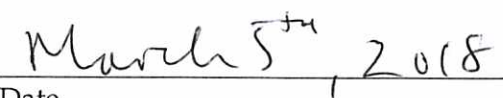
On behalf of the Employer



Date
March 12/2018



On behalf of the Union



Date
March 5th, 2018

LETTER OF UNDERSTANDING #3

between

THE SALVATION ARMY at
Edmonton Grace Manor

and

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



RE: EMPLOYER SOCIAL FUND CONTRIBUTION

The parties agree to the following:

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




On behalf of the Employer

Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #4

between

THE SALVATION ARMY at
Edmonton Grace Manor

and

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

RE: HEALTH BENEFIT SPENDING ACCOUNT

A Flexible Health Benefit Spending Account was implemented for all Employees eligible for benefits in accordance with Article 27.


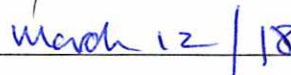
1. A sum of four hundred (\$400.00) dollars per each Regular Full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible Employee effective January 1st of each calendar year.

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


5. The Flexible Health Benefit Spending Account shall be administered in accordance with the *Income Tax Act* and applicable regulations in effect during the course of operation of the Flexible Health Benefit Spending Account.
6. Additionally, these funds may be used for eg. Gym memberships, athletic equipment, etc.




On behalf of the Employer

Date



On behalf of the Union



Date

SALARY APPENDIX

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Office Clerk	Current	\$21.20	\$21.96	\$22.71	\$23.47	\$24.24
	Oct 1, 2017	\$21.52	\$22.29	\$23.05	\$23.82	\$24.60
	Oct 1, 2018	\$21.84	\$22.62	\$23.40	\$24.18	\$24.97
Laundry Attendant Housekeeper Dietary Aide	Current	\$16.15	\$16.79	\$17.45	\$18.15	\$18.86
	Oct 1, 2017	\$16.39	\$17.04	\$17.71	\$18.42	\$19.14
	Oct 1, 2018	\$16.64	\$17.30	\$17.98	\$18.70	\$19.43
Prep Cook	Current	\$18.36	\$19.12	\$19.90	\$20.71*	
	Oct 1, 2017	\$18.64	\$19.41	\$20.20	\$21.02*	
	Oct 1, 2018	\$18.91	\$19.70	\$20.50	\$21.34*	
Lead Cook	Current	\$20.87	\$21.72	\$22.60	\$23.49	
	Oct 1, 2017	\$21.18	\$22.05	\$22.94	\$23.84	
	Oct 1, 2018	\$21.50	\$22.38	\$23.28	\$24.20	
Laundry Operator Maintenance Custodian 1	Current	\$17.40	\$18.09	\$18.82	\$19.59	\$20.37
	Oct 1, 2017	\$17.66	\$18.36	\$19.10	\$19.88	\$20.68
	Oct 1, 2018	\$17.93	\$18.64	\$19.39	\$20.18	\$20.99
Maintenance Custodian 2	Current	\$19.55	\$20.33	\$21.15	\$21.97	\$22.87
	Oct 1, 2017	\$19.84	\$20.63	\$21.47	\$22.30	\$23.21
	Oct 1, 2018	\$20.14	\$20.94	\$21.79	\$22.63	\$23.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Recreation Assistant Health Care Aide	Current	\$20.48	\$21.55	\$22.27	\$22.87	\$23.68	\$24.20	\$24.91	\$25.66
	Oct 1, 2017	\$20.79	\$21.87	\$22.60	\$23.21	\$24.04	\$24.56	\$25.28	\$26.04
	Oct 1, 2018	\$21.10	\$22.20	\$22.94	\$23.56	\$24.40	\$24.93	\$25.66	\$26.44
Licensed Practical Nurse	Current	\$27.21	\$28.37	\$29.51	\$30.68	\$31.84	\$32.93	\$34.25	\$35.62
	Oct 1, 2017	\$27.62	\$28.80	\$29.95	\$31.14	\$32.32	\$33.42	\$34.76	\$36.15
	Oct 1, 2018	\$28.03	\$29.23	\$30.40	\$31.61	\$32.80	\$33.93	\$35.29	\$36.70

* Effective Date of Ratification, an additional 4th step added to the Prep Cook classificaiton

Retroactivity

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

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

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

Signed this 5th day of March, 2018.

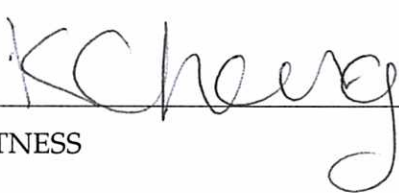
ON BEHALF OF THE SALVATION ARMY
OF CANADA (GRACE MANOR)



March 12/18.
WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES




WITNESS

 March 12/2018