



HOME HEALTH



COLLECTIVE AGREEMENT

BETWEEN

CBI HOME HEALTH (AB) LIMITED PARTNERSHIP

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF
LOCAL 047 CHAPTER 008**

JANUARY 1, 2018 – DECEMBER 31, 2020

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NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOW:

PURPOSE AND PREAMBLE

The Employer and the Union agree that each Client is a unique individual whose diverse needs are met with a friendly and caring approach.

It is the mutual desire and intent of the Parties to:

- (i) ensure the provision of the best possible service and quality client care, by providing quality care;
- (ii) protect the interests of Clients, 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;
- (v) enter into a Collective Agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (vi) recognize the uniqueness of the Employer's operations.

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 This Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect on date of January 1, 2018 up to and including December 31, 2020, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

ARTICLE 2

DEFINITIONS

- 2.01 "Code" means *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the *Code* dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (b) "Casual Employee" is one who:
 - (i) works on a call in basis and is not regularly scheduled.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

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

- 2.06 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the CBI Home Health (AB) Limited Partnership operating as CBI Home Health - Edmonton
- 2.07 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.08 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.09 "Local" means the Local of AUPE.
- 2.10 "Shall" means must.
- 2.11 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.12 "Position" shall mean:
- (a) the Employee status;
 - (b) the classification; and
 - (c) Full-time equivalency (FTE).
- 2.13 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.14 "Classification" shall mean job title and pay scale established for the job title.
- 2.15 "Parties" shall mean AUPE and the CBI Home Health (AB) Limited Partnership operating as CBI Home Health – Edmonton.
- 2.16 "Licensed Practical Nurse" shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA). A Licensed Practical Nurse shall replace a Licensed Practical Nurse who is unavailable for work.
- 2.17 "Office Employee" shall mean a Regular Employee employed either in a full-time or part-time capacity as a Receptionist or Intake Liaison.

ARTICLE 3

RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in Certificate Number 23-2015 issued pursuant to the *Code*.
- (b) The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- (c) 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 officers' names.
- (d) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Human Resources Manager or the site designate.
- 3.02 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.
- 3.03 The Employer agrees that a Union Steward will be invited to meet with new hires during their orientation period. The time allotted for such a meeting shall not be less than twenty (20) minutes. Where more than one employee has been hired, the meeting will be arranged with all new hires in attendance at the orientation period.
- 3.04 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

Application of the Collective Agreement

- 3.05 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

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

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

4.01 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) to voluntary membership in the Union.

4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union after each pay period no later than the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding pay period. The deduction remitted shall be accompanied by a list specifying the following:

- the Employee's name;
- identification number;
- classification(s);
- location of employment;
- date of hire;
- rate of pay;
- the amount of deduction for each employee and the amount of the employee's bi-weekly earnings;
- if the Employee is on a leave of absence without pay.

(b) Additionally, the Employer shall supply to the Union, two times (2X) each calendar year (January and July), a report from the Employer's records including the following Employee information:

- mailing address, city/town/ postal code;
- commencement date; and
- hourly rate(s) of pay

4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

4.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive right of the Employer to:

- (a) Determine and establish standards, policies and procedures for the delivery of service to the clients of the Employer;
- (b) Maintain order, discipline, and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of this Agreement;
- (c) Determine the number of employees required and the duties to be performed by each employee;
- (d) Operate its business in a manner that is consistent with and permits the Employer to meet its obligations as may be set out in its contracts with Alberta Health Services or other contracting body;
- (e) Hire, transfer, layoff, recall, promote, classify, and assign duties;
- (f) Discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause in accordance with the terms of this Agreement. A probationary employee may be released based on a fair and reasonable assessment.

A claim of discriminatory hiring, transfer, layoff, recall, promotion, assignment of duties or claim that an employee has been disciplined, suspended, or discharged in a manner that violates the preceding paragraph may be the subject matter of a grievance and dealt with as hereinafter provided.

ARTICLE 6

WORKPLACE RESPECT- NO DISCRIMINATION/NO HARASSMENT

- 6.01 The Employer and the Union agree that there shall be no discrimination against any employees of the Employer because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability.
- 6.02 The Employer shall, in cases of harassment, discrimination or workplace violence, agree to follow the Employer's Human Resource Policies and Procedures section 5.01 to 5.03 inclusive as amended from time to time.
- 6.03 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission.

ARTICLE 7

IN-SERVICE PROGRAMS

- 7.01 The Employer will continue the existing practice/policy regarding Employer mandated in-services.

ARTICLE 8

PROBATIONARY PERIOD AND ORIENTATION

- 8.01 A new Employee will be considered on probation until after she has completed five hundred and six (506) hours worked or six (6) months of active employment in the bargaining unit, whichever occurs first.

Upon successful completion of such probationary period, the Employee's name shall be placed on the appropriate seniority list and credit shall be given from the date of hire.

If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.

8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of two hundred (200) hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or his employment terminated, in writing at any time during the extended period without cause. Such dismissal or termination of employment shall not be subject to the arbitration procedure.

8.03 Orientation

- (a) Orientation shall be paid as per the Employer's existing policy/practice.
- (b) An orientation to the site and/or Employer organization;
- (c) No Employee shall be expected to work without paid orientation.

ARTICLE 9

SENIORITY

9.01 (a) Seniority is defined as length of employment with the Employer in the Bargaining Unit, since date of last hire and shall accumulate on the basis of hours worked.

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

(c) Notwithstanding paragraphs 9.01(a) and (b), full time Employees working as Intake Coordinators and Reception shall have their seniority calculated from their most recent date of hire.

9.02 Seniority will accumulate during any paid absence on the basis of the Employee's normal work routine.

9.03 Seniority shall be considered in determining the following:

- (a) preference of vacation time; and
- (b) layoffs and recalls (order);

9.04 An employee shall lose all her seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns or retires;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is absent on three consecutive days on which she is assigned to work, without providing a satisfactory reason;
- (d) uses a leave of absence for a purpose other than that for which it was granted;
- (e) fails to return to work upon receipt of notice to recall within five (5) calendar days of receipt of a registered letter of recall;
- (f) overstays a Leave of Absence without the express permission of the Employer or without providing a satisfactory reason to the Employer;
- (g) has submitted an availability form and has accepted clients on the assignment list, then later refuses or cancels the client assignment without permission from the Employer and has had four (4) such refusals / cancellations in a twelve (12) month period.

9.05 Seniority lists showing the ranking of employees on a bargaining unit wide basis shall be prepared twice annually and posted by January 1st and July 1st. Copies of the seniority list shall be provided to the Union office.

Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing to the Human Resources Manager, or designate, within thirty (30) calendar days from the date of posting.

ARTICLE 10

JOB POSTINGS

10.01 In order to ensure that employees are given the opportunity of applying for vacancies and new positions in the bargaining unit, the Employer agrees that it will post regular full time, regular part time, and casual vacancies in congregate settings.

10.02 The position or vacancy shall be posted for seven (7) calendar days. The posting shall stipulate the hours of work, qualifications, classification and geographical location.

- 10.03 Applicants for the position must submit their application in writing to the Talent Acquisition Specialist. Where two or more employees apply, the Employer shall consider the skill, ability, qualifications and geographic location of the applicants, and where these factors are relatively equal, the seniority of the applicants shall govern.
- 10.04 The Employer agrees to provide the Chapter Chairperson with a copy of each posting.
- 10.05 Where the Employer determines that it will not post a vacant position due to reasons beyond the Employer's control (such as loss of contract or reduction in volume) it will advise the Union in writing with the reasons.

ARTICLE 11

HOURS OF WORK & WORK ASSIGNMENTS

- 11.01 Nothing in this Article, or in this Agreement, can be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Office employees shall be exempted from the above.
- 11.02 Office Employees
- Regular hours of work for Office Employees, exclusive of meal breaks shall be eight (8) hours per day, Monday to Friday.
- The Employer shall provide two (2) fifteen (15) minute paid breaks per full shift of eight (8) hours.
- An unpaid meal break of one (1) hour shall be granted to all Employees wherever possible at approximately the midpoint of each eight (8) hour shift.
- 11.03 Office and Clerical employees shall be scheduled as per the existing pre-certification hours of work.
- Overtime will be payable for Office and Clerical employees after eight worked hours in a day or 44 hours in a week.
- 11.04 LPNs and HCAs
- Work assignments within a geographical location shall be based on competency, skills, qualifications, ability, Client's preference, the employee's location relative to the Client(s) and availability of employees. Where these factors are equal, seniority hours shall govern provided the client does not specifically refuse to receive services from that employee.

- 11.05 The number of hours that are actually assigned to an employee in a day or in a week is fully dependant on:
- (a) the employee's availability to fulfill the assignment, including location and applicable transportation requirements;
 - (b) competency, skill, qualification, ability, client preference
 - (c) the availability of work assignments in the employee's geographic area;
 - (d) the needs and preferences of the Employer's Clients, up to the daily or monthly maximum (including continuity of care); and
 - (e) after the factors set out in (a) to (d) above have been considered, Clients will be assigned on the basis of seniority.

11.06 In order to provide services to clients, the Employer may hire new Employees if no existing employees are available to work the additional hours. The Employer will make every reasonable effort to match new clients to existing Employees first.

11.07 For the purpose of this agreement client preference may be a determining factor in suitability.

11.08 All employees are required to provide availability on every second weekend as defined in Article 11 (12) below:

11.09 Weekend Scheduling

The following factors will be used in the scheduling of weekend assignments for employees in a geographic area:

- (a) the employee's availability to fulfill the assignment, including location and applicable transportation requirements;
- (b) the competency, skills, ability, Client's preference and qualifications required to meet the Client's needs;
- (c) continuity of care giver, up to the daily or monthly maximum;
- (d) reverse order of seniority;
- (e) Employees shall be scheduled in accordance with the following:

All classifications in reverse order of seniority within the geographic team to a maximum of two hundred and sixty-four (264) hours worked in a month.

(f) Employees may indicate preferred availability if they wish to be assigned weekend work on a priority basis, within their availability up to the daily maximum of twelve (12) hours worked and the monthly maximum of two hundred and sixty-four (264) hours worked. All remaining assignments will be assigned by reverse order of seniority.

11.10 Overtime shall be paid for all hours worked over two hundred and sixty-four (264) hours worked in a month, at the rate of one and one-half (1 1/2) times the employee's in advance by the Employer.

11.11 Employees are required to submit their availability in writing to the Employer upon hiring. In submitting their availability employees shall declare their availability in terms of days of the week, hours of the day for which they are available. Should an employee's availability change it will require the employee to provide at least one (1) month advance notice in writing delivered to the office by hand, fax or email.

Notwithstanding the above, employees must be available to work every other weekend, unless the employee was hired on an understanding that she would work more weekends.

11.12 After reviewing and granting of employee requests to be removed from a particular client, the Employer will endeavour to remove the employee as soon as is reasonably possible.

11.13 All qualified employees who have submitted their availability forms and have accepted clients on the schedule, that later refuse or cancel the client assignment without permission from the Employer and have had four (4) such refusals/cancellations in a twelve (12) month period, the employee will be deemed to have been terminated.

11.14 Casual employees commit to accepting and working a minimum of twelve (12) hours worked per week if the Employer is able to offer that work.

ARTICLE 12

OVERTIME

12.01 Office Employees (Reception & Intake Liaison)

Overtime will be payable for Regular (Office) Employees after eight (8) hours worked in a day or forty-four (44) hours in a week and approved in advance by the Employer.

12.02 Casual Employees (LPNs and HCAs)

Overtime will be payable for Casual Employees for all hours worked over two hundred and sixty-four (264) hours in a month, at the rate of one and one-half (1&1/2) times the employee's basic rate of pay and approved in advance by the Employer.

ARTICLE 13

SALARIES

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

13.02 Wage rates are effective on the dates specified in the Wage Schedule.

13.03 Retroactivity

An Employee must be employed on the date of ratification in order to receive the wage rates in the attached schedules. There is no retroactive pay for Employees who are not employed with the Employer on the date of ratification.

13.04 (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 of one thousand nine hundred and fifty (1,950) hours paid.

13.05 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the salary scale upon re-employment provided that:

(a) they are re-employed into exactly that same classification that they held prior to termination;

(b) that their re-employment is within two (2) years of their prior termination.

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

13.07 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

ARTICLE 14

LODGE PREMIUM FOR HEALTH CARE AIDES (HCAs)

Effective upon ratification:

- 14.01 When a Health Care Aide is assigned to work in a congregate setting for longer than one hour, the following premiums shall apply:
- (a) In addition to their basic rate of pay, one dollar and twenty-five cents (\$1.25) per hour for all hours worked between zero six hundred (0600) hours and fourteen hundred (1400) hours.
 - (b) In addition to their basic rate of pay, one dollar and fifty cents (\$1.50) per hour for all hours worked between fourteen hundred (1400) hours and zero six hundred (0600) hours.
- After the first hour, the premium shall be pro-rated in fifteen (15) minute increments.
- 14.02 Lodge premium payments shall not be considered as part of the Employee's basic rate of pay.
- 14.03 Where applicable, an Employee shall receive both the Lodge Premium and the Weekend Premium with regular and overtime pay.

ARTICLE 15

WEEKEND PREMIUM

Effective April 1, 2019:

- 15.01 A weekend premium of twenty-five cents (\$0.25) per hour shall be paid to employees for all hours of work between zero six hundred (0600) on Saturday until zero six hundred (0600) on Monday.
- 15.02 Weekend premium payments shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 16

UNION STEWARDS

- 16.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the

processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his job, subject to the operation requirements of the Employer, and such arrangements will be approved as soon as reasonably possible for this purpose, with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.

16.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

16.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager. The People and Culture department shall be advised in writing of any change to the list. The list shall be updated by the Union annually.

16.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.

16.05 Union Representatives Leave

(a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.

(b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.

(c) When leave to attend Union business has been approved, it is granted with pay including any differentials or premiums the Member would have been received had they been at work. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

(d) An Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost,

including the Employer's share, during the period of such leave of absence.

- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

16.06

Negotiations

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

ARTICLE 17

STATUTORY HOLIDAYS

17.01

An employee who works on any of the holidays set out below shall receive time and one half their applicable rate of pay for hours worked on the holiday:

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Remembrance Day

Employees are not eligible for any other benefit or premium in respect of public holidays other than as set out herein.

17.02

Office employees will be compensated for paid holidays as per the Employment Standards Code.

ARTICLE 18

ANNUAL VACATION

- 18.01 Vacation for regular employees shall be as per the Employer's practice pre-certification, and shall adhere, at minimum, to Employment Standards legislation.

ARTICLE 19

BENEFITS PLAN

- 19.01 Benefit plans/packages shall adhere, at minimum, to the Benefit plan(s)/package(s) offered to Employees as of the date of certification.

ARTICLE 20

SICK LEAVE

- 20.01 Casual Employees (LPNs and HCAs)

Effective January 1, 2019, all Casual Employees whose average hours of work are equal to or more than twenty-five (25) hours per week are eligible for a sick leave bank as follows:

Sick leave shall be accrued at seven point five (7.5) hours earned each one hundred and sixty-two point five (162.5) hours paid; to a maximum accrual of thirty (30) hours. An Employee's sick leave usage shall not exceed thirty (30) hours in a year.

Employees with sick leave hours remaining on December 31 of each year shall be permitted to carry over remaining hours to the next calendar year, and will continue to accrue sick leave days for that year to a maximum bank of thirty (30) hours.

- 20.02 Office Employees (Reception & Intake Liaison)

Effective January 1, 2019, Regular Employees shall accrue sick leave credits on the basis of an eight (8) hour day to a maximum sick leave bank of four (4) days or thirty-two (32) hours. An Employee's sick leave usage shall not exceed thirty (32) hours in a year.

ARTICLE 21

WORKERS' COMPENSATION

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 21.02 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

ARTICLE 22

LEAVE OF ABSENCE

22.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence requests is subject to the approval of the Employer which shall not be unreasonably denied by 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) During leaves of absence without pay of longer than thirty (30) calendar days, Employees may elect to maintain coverage of contributory plans specified in Article 19, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD 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 overstays the leave without permission of the Employer, shall automatically terminate her position, except in cases of extenuating circumstances acceptable to the Employer.

- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.

22.02 Union Representative

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Local/Chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leaves of absence, with or without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leaves to attend to Union Business or negotiations has been approved, it is granted with pay and without loss of seniority. The Union agrees to reimburse the Employer for salary paid to the Employee including the actual and substantiated cost of any premiums or benefits the Employee would have been paid had she been at work.

22.03 All Other Leaves

- (a) All other legislated leaves of absence shall be granted in accordance with Alberta's Employment Standards legislation.

ARTICLE 23

REGULAR PART-TIME EMPLOYEES

23.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except as modified in this Agreement.

23.02 Hours of Work

- (a) Regular Part-time Employees may work additional shifts.
- (b) Where a Regular Part-time Employee volunteers or agrees when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate.
- (c) Regular hours of work for a Regular Part-time Employee are up to eight (8) hours per day, exclusive of meal periods.

23.03 Part-time Employees are not eligible for overtime until they have worked more than eight (8) hours in a day or forty-four (44) hours per week, exclusive of meal periods.

23.04 Part-time Employees shall be compensated at the applicable overtime rate as per Article 12 or with time off in lieu at a mutually agreeable time to be taken.

ARTICLE 24

TEMPORARY EMPLOYEES

24.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.

24.02 Employee Health Benefits Plan

The provisions of Article 19 - Benefits, shall apply to Temporary Employees after the completion of six (6) months of services, and whose regular hours of work exceed twenty-five (25) hours per week averaged over one complete cycle of the shift schedule.

ARTICLE 25

CASUAL EMPLOYEES

25.01 All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Agreement.

25.02 No Casual Employee shall be scheduled except with her consent.

25.03 (a) Casual employees shall be paid general holiday pay as per Alberta Employment Standards.

(b) A Casual Employee required to work on a Named (Statutory) Holiday shall be paid for all hours worked at one point five times (1.5X) her basic rate of pay.

25.04 Casual Employees will be paid a vacation pay percentage in accordance with the Employer's practice as of certification, or in accordance with Employment Standards legislation, whichever is greater.

25.05 Casual Employees do not have seniority rights except in accordance with Articles 9 and 11.

25.06 The Layoff and Recall provisions do not apply to Casual Employees.

25.07 Benefits for Casual Employees will be as per the Employer's current practice at the time of certification.

25.08 The following provisions of this Collective Agreement do not apply to Casual Employees: Annual Vacation & Named (Statutory) Holidays.

ARTICLE 26

LAYOFF, RECALL, WORKING NOTICE & SEVERANCE

26.01 Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of the results of a Request for Proposals (RFP) or any impending permanent change to its "service volume." The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels, and a written notice of the RFP results.

The purpose of this meeting is to discuss the impact of the changes to "service volume" on the staffing of the Branch, and provide the Union with the opportunity to make representation in that regard.

26.02 (a) In this Collective Agreement, the term "lay-off" shall mean the permanent reduction of the number of employees caused by the permanent cessation of a significant portion of the Employer's operation.

(b) Where the Employer decides to lay-off within a classification, which reduction is expected to exceed a period of four (4) weeks, the following provision shall apply. The Employer agrees that employees shall be selected for lay-off by the Employer considering the following factors:

(i) skill, ability, availability, experience and qualifications required to meet the client's needs; and

(ii) seniority.

Employees shall be laid off or recalled on the basis of factor (ii) where the employee meets the requirements of the factors in (i).

26.03 Employees on lay-off are entitled to apply for any vacancies in the bargaining unit arising out of a job posting.

26.04 Where the Employer decides to effect a lay-off within a classification pursuant to Article 13 and the Salary schedules, the Employer will lay-off employees within the classification who have not completed their probationary period prior to laying off post-probationary employees within the classification where the employees within the classification remaining have the requisite skill, ability and qualifications, or comparable experience as defined by the Employer's contractual obligations with the AHS or other source of fee for service revenue, to complete the work remaining.

26.05 The Employer agrees that it will not hire new employees within a classification where there are employees within the classification on lay-off who have the requisite skill, ability and qualifications, or comparable experience as defined by the Employer's contractual obligations with the AHS, or other source of fee for service revenue, to perform the work available.

26.06 Working Notice or Severance Pay: Notice of termination and working notice or severance pay will be in accordance with Employment Standards legislation.

ARTICLE 27

DISCIPLINE, DISMISSAL AND RESIGNATION

27.01 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

27.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.

27.03 By an appointment made at least five (5) working days in advance, an Employee and/or their representative, shall have access to their personnel records once per year.

The Employer will make arrangements to have an Employee's personnel file made available at their place of employment and at a reasonable time for the employee to examine his file, once in every year or in the event of a grievance. The Employee may request a representative of the Union to be present at the time of the examination.

27.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. Prior to such discussion or investigation, the Employer shall advise an Employee of their right be accompanied by a Union Steward or Union Representative of their choice. The Employer shall give the Employee a reasonable amount of time to contact their Union Steward or Union Representative.

27.05 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file

does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.

27.06 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.

27.07 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.

27.08 The Employee shall sign all notices of discipline, for the sole purpose of indicating she is aware of the discipline. It is deemed notification when the Employee refuses to sign.

27.09 Disclosure

Where the Employer's investigation results in discipline against an Employee, the disciplinary interview will be arranged in advance to allow the scheduling of the Employee and the Union Steward. The parties recognize the principle of disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Steward.

ARTICLE 28

OCCUPATIONAL HEALTH AND SAFETY

28.01 A Committee will be established to consider matters of Occupational Health and Safety.

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

28.03 The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit as a member of this committee.

28.04 The basic rate of pay for any lost time / visits will be paid to such Employee for time spent in attendance at a meeting of the Committee.

28.05 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*, RSA 2000 c O-2 as amended from time to time. In accordance with the *Act* and *Regulations*, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification including working alone and reporting, hazard controls and training, and recommendations for improved workplace safety.

- 28.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.
- 28.07 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.
- 28.08 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health & Safety Act*.

ARTICLE 29

GRIEVANCE PROCEDURE

29.01 Communication

- (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 AUPE with copies delivered to the Chairperson of the Chapter and the Union Representative.
- (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 President or his designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

29.02 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 17.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

29.03 At any meeting held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

29.04 Steps of the Grievance Procedure involving disputes between the Employer and the Employee shall be:

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with her Clinical Care Manager or designate, who is not within the scope of this Collective Agreement with a view to resolving it. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

Step 2

If the difference is not resolved at Step 1, a grievance shall be submitted, in writing, to the Director of Operations or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Department Manager or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Director of Operations or designate, submit the grievance in writing to the Vice-President or designate, specifying the nature of the grievance/s and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Mediation

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Step 4 - Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (i) inform the other Party of the name of its appointee to an Arbitration Board, or
- (ii) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

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.

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 Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

29.05

Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at Step 2 of the Grievance Procedure. The Employer or the Union may submit a grievance.

29.06

Default

- (a) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded and

shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.

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

ARTICLE 30

JOINT COMMITTEE: UNION-EMPLOYER RELATIONS

- 30.01 For the purpose of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the names of the officers.
- 30.02 There shall be a single Employee Management Advisory Committee (EMAC). Meetings of the EMAC Committee shall be held on the Employer's premise.
- 30.03 An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.
- 30.04
 - (a) The EMAC shall meet quarterly.
 - (b) The Local/Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC.
 - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
 - (d) An Employee shall be paid her basic rate of pay for any lost time / visits for attendance at these Committee Meetings.

ARTICLE 31

UNIFORMS

- 31.01 The Employer and the Union agree to follow the existing policy, that is, "Dress Code" Policy as amended from time to time.

ARTICLE 32

TECHNOLOGICAL CHANGE

- 32.01 When the Employer is considering the introduction of technological change (altering methods or utilizing different equipment) in the workplace that may result in job reduction or job loss, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected and the provisions of *Article 26 – Layoff, Working Notice, Recall and Severance* shall apply.

ARTICLE 33

JOB CLASSIFICATION

- 33.01 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing that any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 34

TRANSPORTATION ALLOWANCE

- 34.01 When an Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed at the rate of one dollar and forty cents (\$1.40) per visit. It is understood that employees will not be reimbursed for their first visit of the day and for the last visit of the day. It is understood that AHS authorized community visits include ten (10) minutes of travel time.

34.02 Where the Employer receives funding and authorizes payment, Employees assigned to WCB Clients shall be paid forty-nine cents (\$0.49) per kilometer plus commute time at the Employees basic rate of pay.

34.03 Office Employees that are required to use their personal vehicles for work shall be compensated at the rate of forty-seven cents (\$0.47) per kilometer up to five thousand (5,000) kilometers and at the rate of forty one cents (\$0.41) per kilometer there after.

Note: these are the current practices.

ARTICLE 35

PRECEPTOR PAY (BUDDY SHIFTS)

35.01 An LPN or HCA that is assigned to orientate a new Employee shall be paid in addition to her basic rate of pay an additional three (\$3.00) dollars per hour for all hours she spends orientating the new Employee.

LETTER OF AGREEMENT

Between

CBI Home Health (AB) Limited Partnership
operating as CBI Home Health - Edmonton

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LEGAL INDEMNIFICATION

This letter will affirm that as a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

In accordance with the Certificate of Insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the Contract of Insurance.



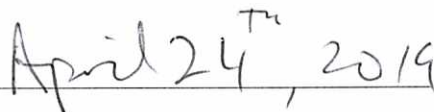
For the Employer



For the Union



Date



Date

LETTER OF AGREEMENT

Between

CBI Home Health (AB) Limited Partnership
operating as CBI Home Health - Edmonton

and


ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: COMMUNITY EMPLOYEES METHOD OF PAYMENT (LPNs and HCAs)

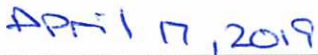
The current method of payment for Employees that work in the community is on a per visit basis. The payment is based on the Alberta Health Services recommended allotment of time per procedure. The Employer agrees to maintain this method of payment as it currently exists unless the method of compensation from AHS changes at which time the model would be revisited.



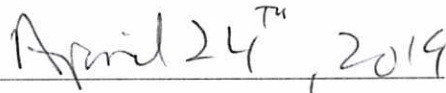
For the Employer



For the Union



Date



Date

SALARY SCHEDULES

LPNS

January 1, 2019 (1.25%)	\$25.20
January 1, 2020 (1.25%)	\$25.52

Health Care Aides

	Start rate	After 1950 hours	After 3900 hours	After 7800 hours
Uncertified				
January 1, 2019 (1.25%)	\$15.69	\$15.86	\$16.61	\$16.94
January 1, 2020 (1.25%)	\$15.89	\$16.06	\$16.82	\$17.15
Certified				
January 1, 2019 (1.25%)	\$16.20	\$16.77	\$16.94	\$17.96
January 1, 2020 (1.25%)	\$16.40	\$16.98	\$17.15	\$18.19

All Employees that have reached increments (grid steps) shall on the date of ratification be placed on the appropriate step.

Any Employee currently being paid over the step corresponding to their current hours worked shall be red-circled at that rate until such time that they meet the next increment (grid step).

The Employer agrees to maintain the current method of paying LPNs and HCAs working in the Community on a pay per visit basis. As a result of this method of compensation, the hourly rate of pay in the above wage grids does not directly correspond to the effective rate of pay paid to Employees.

SALARY SCHEDULES

OFFICE EMPLOYEES

Annual Full-time Salaries

Intake Liaison

	Start rate	After 2080 hours	After 4160 hours	After 8320 hours
January 1, 2019 (1.25%)	\$36,855.00	\$39,066.30	\$39,466.44	\$41,824.38
January 1, 2020 (1.25%)	\$37,315.69	\$39,554.63	\$39,959.77	\$42,347.19

All Employees that have reached increments (grid steps) shall on the date of ratification be placed on the appropriate step.

Any Employee currently being paid over the step corresponding to their current hours worked shall be red-circled at that rate until such time that they meet the next increment (grid step).

Reception

	Start rate	After 2080 hours	After 4160 hours	After 8320 hours
January 1, 2019 (1.25%)	\$32,221.80	\$33,359.04	\$33,701.50	\$35,717.76
January 1, 2020 (1.25%)	\$32,624.56	\$33,776.03	\$34,122.77	\$36,164.23

All Employees that have reached increments (grid steps) shall on the date of ratification be placed on the appropriate step.

Any Employee currently being paid over the step corresponding to their current hours worked shall be red-circled at that rate until such time that they meet the next increment (grid step).

SIGNATURES

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

DATED AT Edmonton this 24th day of April, 2019.


ON BEHALF OF THE EMPLOYER:






Witness

ON BEHALF OF THE UNION:





Witness