

COLLECTIVE AGREEMENT

Between

HARDISTY CARE CENTRE Ltd.

and the

**ALBERTA UNION OF PROVINCIAL
EMPLOYEES**

on behalf of

**LOCAL 047 CHAPTER 039
AUXILIARY NURSING CARE**

Expires March 31, 2020

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PREAMBLE

The parties commit themselves to their joint responsibilities and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well being of the residents.

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 residents, Employees and the Employer;
- (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.

ARTICLE 1
TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from April 1, 2018 to March 31, 2020. Monetary changes shall be effective only as of the date of ratification.
- 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.
- 1.04 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the Employees are deprived of such rights and privileges.

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 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 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "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 Employees are permanently scheduled to work between 37.5 - 38.75 hours per week.
 - (ii) Part-time benefit Employees are permanently scheduled to work an average of at least 15 hours but less than 37.5 hours per week.
 - (iii) Part-time Employees are permanently scheduled to work an average of less than 15 hours per week.

- (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months.
- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry administrative duties in respect of the operation and management of Hardisty Care Centre.
- 2.08 "Facility" means the health facility named as "Employer" in this Collective Agreement.
- 2.09 "Local" means the Local of AUPE.
- 2.10 "Status" shall mean either Full-time or Part-time or Temporary or Casual as defined above.
- 2.11 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
 - (a) "Shift Pattern" means days and/ or evenings and/ or night shifts.
 - (b) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
- 2.12 "Month" is the period of time between the date of one month and the preceding date in the following month.
- 2.13 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.14 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Sunday.
- 2.15 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.16 "Bargaining Unit" shall mean the unit of Employees as described in the Labour Relations Board Certificate.
- 2.17 "Classification" shall mean job title and pay scale established for the job title.
- 2.18 "Position" shall mean:
 - (a) The Employee status

- (b) The classification
- (c) Full-time equivalency (FTE)
- 2.19 "Status" shall mean either Full-time or Part-time or Temporary or Casual as defined above.
- 2.20 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the Employee to the normal Full-time bi-weekly hours defined at Article 24 Hours of Work in this Agreement.
- 2.21 "Parties" shall mean AUPE and the Hardisty Care Centre.

ARTICLE 3

UNION RECOGNITION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the *Code*.
- (b) 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
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this agreement.
- 3.03 This 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).
- 3.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of Employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all Employees shall be governed by all rules as adopted by the Employer and published, or posted, or by general distribution, or by review at general or departmental staff meetings, and inform all Employees of such rules, provided such rules are not in conflict with this Agreement.
- (a) The Employer retains all rights to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with this Collective Agreement;

- (b) The Employer retains the rights to direct the working force; create new classifications and work units; determine hours of work; determine the number of Employees, if any, needed in any work unit or classification; determine if a position, work unit or classification will be continued or declared redundant.

ARTICLE 5

UNION MEMBERSHIP AND DEDUCTIONS

- 5.01 Neither the Employer nor the Union will compel Employees to join the Union. The Employer will not discriminate against any Employee because of Union membership or lack of it and will inform all Employees of the contractual relationship between the Employer and the Union.
- 5.02 The Union agrees that it shall make membership in the Union available to all Employees covered by this Agreement.
- 5.03 The Employee has the right:
 - (a) to be a member 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.
- 5.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of Employee names, addresses, work location, classification, status, gross pay, Employee ID number, and the amount of the deduction from each Employee. Such lists shall indicate newly hired Employees, terminated Employees and Employees on long term absence.
- 5.05 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 5.06 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.
- 5.07 The Employer will indicate the dues deducted on the T-4 slip supplied to the Employee.

ARTICLE 6
RESPECT IN THE WORKPLACE

- 6.01 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 any 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.
- 6.02 The Union and the Employer agree to respect and dignity in the workplace, support a policy of zero tolerance for violence in the workplace.
- 6.03 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.
- 6.04 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offended that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offended, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.
- 6.05 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.
- 6.06 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.

- 6.07 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 Employees.
- 6.08 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 26

ARTICLE 7

UNION REPRESENTATION

- 7.01 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 them 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 immediate supervisor and provide them with as much advance notice as possible.
- Arrangements will be made by the supervisor to permit the Union Steward to leave their job, 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.
- 7.02 A list of Union Stewards shall be supplied by the Union to the Administrator. The Administrator shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 7.03 AUPE Representatives shall notify in advance the Administrator or designate before conducting any business in the Facility and shall not interfere with the work in the Facility.
- 7.04 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 including negotiations, the application for leave must be made in writing to the Employer for approval. The application for Union Leave will be made in writing to the proper officer of the Employer with two (2) weeks advance notice of the required leave. In the event such advance notice is not provided, the request for leave will not be unreasonably denied.
- 7.05 When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

ARTICLE 8
LABOUR-MANAGEMENT COMMITTEE

- 8.01 The parties agree to establish an active Labour/ Management Committee in the facility.
- (a) The Committee shall be made up of management personnel and Union Representatives. One of the management personnel shall be the Administrator of the Facility and one of the Union Representatives shall be the AUPE Representative.
 - (b) The Committee shall keep minutes of its meetings and shall post them in the facility on designated bulletin board areas.
 - (c) The Committee shall appoint from among themselves a Chairperson and a Recording Secretary with such positions rotating as agreed upon by the Committee.
 - (d) The Committee shall arrange Labour/ Management meetings by mutual agreement of the parties.
 - (e) Stewards serving on the Committee shall be paid at their regular hourly rate for meeting time outside their normal hours of work.
 - (f) The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and standards of the Alberta Government regulations.
 - (g) Any Employee or any non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.

ARTICLE 9
PROBATIONARY PERIOD AND EVALUATIONS

- 9.01 Each Employee shall serve a single probationary period of four hundred and fifty (450) hours worked.
- 9.02 The Employer shall provide a paid orientation period for all new Employees. The orientation period shall not be less than three (3) working days. During the orientation period new Employees shall be above the normal staff complement. When in the opinion of the Employer it is necessary, additional orientation requested by an Employee will not be unreasonably denied.
- 9.03 If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated, in writing, without cause at any time during the probationary period, and such dismissal or termination of employment shall not be subject to appeal through the grievance procedure and shall not be subject to arbitration.

- 9.04 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) 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 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.
- 9.05 On or before the expiry date of an Employee's probationary period, the Employer will notify the Employee in writing that:
- (a) the Employee will receive a permanent appointment; or
 - (b) the Employee's employment will be terminated and such termination shall not be subject to the grievance procedure.
- 9.06 During the probationary period, a Full-time, Part-time and Part-time Benefit Employee shall accrue vacation and sick leave credits.
- 9.07 Upon successful completion of the probationary period, the Employee will be credited for accrued vacation and sick leave.
- 9.08 Upon successful completion of the probationary period, eligible Employees shall be enrolled in the Group Insurance Benefits and Medical and Dental Insurance plan.
- 9.09 The Supervisor or Manager will complete Employee Performance Reviews a minimum of every two (2) years. The Employee will be given a copy of the evaluation and provision shall be made on the evaluation form for an Employee to sign it. The object of this evaluation is to review the Employee's work performance in their designated roles and to provide an opportunity for discussion regarding their performance.
- 9.10 Employees will be allowed to see their personal file for their inspection of its contents, with a Hardisty Care Centre Leader present. Letters of Warning or Discipline shall be removed from an Employee's file and record twenty-four (24) months from the date of issue, if the Employee has worked continuous service and that period has been without further infractions.
- 9.11 Personal File requests must be made in writing with a minimum of forty-eight (48) business hours notice.

ARTICLE 10

SENIORITY

- 10.01 A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service in the facility employment commenced.

Casual Employees:

Seniority for a Casual Employee is defined as the total number of hours worked by the Employee at the worksite. Notwithstanding 10.01 above, seniority for Casual Employees shall only apply and be used for the purpose of those determinations contained in Article 10.03(a) through (c) as they apply to other Casual Employees.

- 10.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 10.01.
- 10.03 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 19 – Annual Vacation;
 - (b) layoffs and recalls, subject to the provisions specified in Article 12 – Job Postings and Vacancies;
 - (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 12 – Job Postings and Vacancies.
 - (d) the selection of available rotations by Regular Employees on a unit affected by a new master rotation that does not change an Employee's Full-time equivalency (FTE) .
- 10.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) When the employment relationship is terminated by either the Employer or the Employee;
 - (b) Upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
 - (c) If an Employee does not return to work when recalled, as provided in the Layoff and Recall Article;
 - (d) When an Employee has been absent for two (2) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is provided;
 - (e) When an Employee fails to report to work on the first day following the expiration of a Leave of Absence unless the Employee provides a reason satisfactory to the Employer.
- 10.05 The Employer shall post a copy of the Seniority List on the joint Bulletin Board every six months. The Seniority List shall contain the name of each Regular Employee's status, and their date of hire.
- 10.06 The Union shall have thirty (30) calendar days in which to take issue with the Seniority List, otherwise the Seniority List will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

ARTICLE 11
LAYOFFS

11.01 It is the exclusive right of the Employer to establish, and vary from time to time, the job classifications, hours of work, and the number of Employees, if any, to be employed in any classification, or in any work place of the facility.

11.02 **Notice of Layoff**

- (a) Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee and the Union in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an Act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.
- (b) Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days notice is not required.
- (c) Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

11.03 **Application**

In this provision, "classification" means all classifications and status means Full-time or Part-time.

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
- (c) When an Employee is on an approved Leave of Absence, or Workers' Compensation Benefits, or Long Term Disability, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

11.04 **Recall**

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by Registered Letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by Registered Letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (c) No new Regular Employee will be hired where there are other Employees within the same classification who are on layoff.

11.05 Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall.

11.06 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a Temporary position, the twelve (12) month period shall be suspended during their Temporary position and shall recommence upon the termination of the Temporary position for the balance of the twelve (12) month recall period.

11.07 Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 11, and Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (ie. work opportunities of three (3) months or less).
- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work and have indicated their availability in writing to the Employer.
- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts up to their pre-reduction full-time equivalence. First opportunity to pick up casual shifts will cease at the end of the recall period.

11.08 Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular Employees, notice, or pay in lieu of notice, shall be granted in accordance with the following Severance Schedule:

- (a) Service between 3 months to 1 year - 1 weeks notice
- (b) Service between 2 years to 4 years - 2 weeks notice
- (c) Service between 4 years to 6 years - 3 weeks notice
- (d) Service between 6 years to 8 years - 4 weeks notice
- (e) Service between 8 years to 10 years - 5 weeks notice
- (f) Service between 10 years and beyond - 8 weeks notice

ARTICLE 12
JOB POSTINGS AND VACANCIES

- 12.01 The Employer shall post notices of all vacancies required to be filled for not less than seven (7) calendar days in advance of filling the vacancy. The posting shall contain the following information:
- (a) qualifications and competencies required;
 - (b) employment status (Regular, Temporary, Casual);
 - (c) classification status (Full-time, Part-time Benefits, Part-time, Casual).
- For information purposes only, a notice of vacancy shall specify the number of hours per shift and the shift cycle.
- 12.02 All applications for job postings shall be made in writing to such officer as the Employer has designated on the job posting.
- 12.03 When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.
- 12.04 Applicants for posted vacancies shall be informed in writing of their acceptance or rejection within five (5) working days of the date of decision.
- 12.05 A regular Employee who applies for and is successful on a temporary posting shall maintain her status as a regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of a Casual Employee's temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- 12.06 When an Employee voluntarily transfers to a classification with a lower rate of pay, the Employee's salary shall be adjusted immediately to the basic rate they would have been entitled to had the Employee been on the lower rated classification from commencement of employment.
- 12.07 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.
- 12.08 An Employee selected to fill a vacant position will serve a trial period of one hundred and fifty (150) hours worked or one month whichever is first. At the end of this period, the Employer may transfer the Employee back to their former position if the Employer feels that the Employee is not suitable for the new position. The Employee, in like manner, may wish to return to their former position if the Employee feels they are not suitable for the position. In either case, the Employee will return to their former position without impunity. Other Employees who were transferred or promoted because of the aforementioned described changes shall also transfer back.

ARTICLE 13
JOB CLASSIFICATION AND RATES OF PAY

- 13.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.
- 13.02 Wage rates are effective on the first full pay period following dates specified in the Wage Schedule.
- 13.03 Retroactive pay will be the difference between Step rates in the Wage Schedule and the rates paid to Employees by the Employer for the equivalent Step in the periods specified in the Schedule.
- 13.04 For the purpose of wage progression within classifications, nineteen hundred and fifty hours (1950) worked shall constitute one (1) year. Hours worked shall include all hours worked, excluding overtime hours, all hours not worked and paid for, as well as vacation time, paid holidays, medical leaves and Workers Compensation leaves.
- 13.05 New Employees will be given sufficient orientation to equip them for their work. During orientation the new Employee shall be an "extra" while working with Regular Employees.
- 13.06 Employees who terminate their employment and are rehired within six (6) months shall not have to serve a probationary period and shall begin accumulating seniority for hours worked in accordance with Article 9, starting on the date of rehire. The Employee shall be placed at the same increment on the salary scale upon re-employment provided that:
- (i) they are re-employed into exactly the same classification that they held prior to termination.
- 13.07 It is agreed that the Employer will discuss with the Union any contemplated changes in pay periods.
- 13.08 When an Employee is "called back" to work additional hours on a particular day, the Employee shall receive a minimum of three (3) hours pay at the overtime rate of pay, or the actual number of hours worked at the overtime rate of pay, whichever is greater.
- 13.09 If an Employee is called one (1) hour or more before they are scheduled to report for work and informed that they are not to report for work after all, then the provisions of this Article shall not apply.
- 13.10 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.
- 13.11 Employees required by the Employer to attend mandatory staff meetings and mandatory staff in-service courses, shall be paid at their basic rate of pay for attendance at such meetings.

ARTICLE 14
OVERTIME

- 14.01 Overtime shall apply as follows:
- (a) After an Employee has completed seven and one half (7.5) or seven and three quarters (7.75) hours in a day or thirty-seven and one half (37.5) hours or thirty eight and three quarters (38.75) hours in a calendar week. Authorized overtime shall be paid at the rate of time and one half (1.5) of the Employee's regular rate of pay.
 - (b) All Full-time Employees who work on an assigned day off at the Employer's request shall be paid at the rate of one and one half (1 ½) times the Employees' regular rate of pay.
 - (c) All Full-time or Part-time Employees who work a concurrent shift at the Employer's request shall be paid at the rate of time and one half (1 ½) of the Employees' regular rate of pay.
- 14.02 No overtime shall be paid to an Employee who works in excess of the Employees' regularly scheduled work hours in a two (2) week period as a result of an exchange of shift.
- 14.03 No overtime shall be paid to an Employee who accepts a shift on an unscheduled day but which does not exceed thirty-seven and one half (37.5) hours or thirty-eight and three quarters (38.75) hours worked in a one (1) week period.
- 14.04 The Employer shall designate an individual on the facility premises who may authorize overtime. The Employer shall not unreasonably deny authorization after the facts for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

ARTICLE 15
HOURS OF WORK, WORK SCHEDULES, SHIFT EXCHANGES

- 15.01 Hours of Work:
- Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) Seven and one-half (7.50) or seven and three quarters (7.75) consecutive hours per day;
 - (ii) Thirty-seven and one-half (37.5 hours per week) or thirty-eight and three quarters (38.75) hours per week.
- 15.02 Work and Shift Schedules:
- 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 seven (7) days of the week.
- (i) The first shift of the working day shall fall between 2300 and 0700 hours.

(ii) The second shift of the working day shall fall between 0700 and 1500 hours.

(iii) The third shift of the working day shall fall between 1500 and 2300 hours.

The Employer's operations are continuous twenty-four (24) hours per day seven (7) days per week and the Union recognizes that the Employer requires shifts of days, evenings and nights to meet operational requirements.

15.03 Shifts for Full-time, Part-time and Part-time Benefits Employees will be posted not less than four (4) weeks in advance.

15.04 Part-time and Casual Employees who have indicated their availability in writing to work additional shifts, shall be called for additional shifts in order of seniority within their Employee grouping. Employees who have indicated their availability will be contacted by telephone at all numbers provided by the Employee. If there is no response, the Employer will move on to the next name on the list to offer the shift.

15.05 Except by mutual agreement between an Employee and the Employer, shift schedules for Full-time and Part-time Employees shall provide for: two (2) weekends off in each four (4) week period.

15.06 Except by mutual agreement between a regular Employee and the Employer, shift schedules shall provide for at least fifteen (15) hours off duty between shifts. If the Employee is required by the Employer to change shifts without receiving fifteen (15) hours off duty, the Employee shall be entitled to pay at one and one-half (1.5) times their basic rate of pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this section shall not apply.

15.07 When an Employee who is scheduled reports for work in a normal manner and is notified that no work is available, the Employee shall receive a minimum of three (3) hours of pay. The Employer may assign work to the Employee for the three (3) hours.

15.08 Where an Employee makes a request for time off that may appear to be in violation of this Agreement, the granting of the request will not be considered a violation of this Agreement.

15.09 Shift Trades and Exchanges:

Employees may exchange shifts among themselves provided that:

(a) The exchanges are agreed to in writing between the affected Employees; and

(b) prior approval of the exchange has been given by the Employee's immediate supervisor; and

(i) the Employer shall initial such request; and

(ii) such exchanges shall be recorded on the shift schedule.

15.10 No overtime shall be paid to an Employee who works in excess of the Employee's regularly scheduled work hours as a result of an exchange of shift.

ARTICLE 16
ABSENCE FROM WORK

- 16.01 An Employee who is unable to report for work shall give the Employer a minimum of two (2) hours notice.
- 16.02 Sick Leave with pay is only payable because of sickness and injury and Employees who are absent from duty because of sickness may be required by the Employer to prove sickness.
- Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A physician's certificate may be requested for such leave. Where the Employee must pay a cost for such proof, upon the production of a receipt for the cost, the full fee shall be reimbursed by the Employer.
- 16.03 The Employer will monitor Employee attendance through the Employer's Attendance Management Program.

ARTICLE 17
SHIFT PREMIUMS

- 17.01 The following premiums will apply:
- (a) Evening Shift \$2.50 per hour
 - (b) Night Shift \$2.50 per hour
 - (c) Weekend Day Shift \$3.00 per hour
 - (d) Weekend Evening Shift \$2.50 per hour
(plus weekend premium of \$2.00 per hour)
 - (e) Weekend Night Shift \$2.50 per hour
(plus weekend premium of \$2.00 per hour)
- 17.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 17.03 The Night Shift premium of two dollars and fifty cents (\$2.50) shall be paid to Employees where the majority of the hours of such shifts fall between 2300 hours to 0700 hours.
- 17.04 There shall be no pyramiding of differentials, premiums and bonuses for purposes of calculation of hourly wages and of overtime wages.
- 17.05 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 18
REST PERIODS

- 18.01 Employees are expected to take their scheduled rest periods. If they are unable to do so, they must advise the supervisor so alternate arrangements for rest periods can be taken.
- 18.02 The Employer shall provide two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid meal break per full shift of seven and one half (7.5) hours or seven and three quarters (7.75) hours. These options are subject to the operational requirements of the Employer.
- 18.03 The Employer shall provide one (1) paid rest period of fifteen (15) minutes during each shift on which the Employee works in excess of four (4) hours.
- 18.04 The Employer shall provide an unpaid meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours.
- 18.05 The purpose of breaks is to provide Employees with a rest during their shift. If an Employee chooses not to take their rest periods, the Employee may not bank the time to leave early, come in later or combine them for longer rest periods, unless authorized by management.
- 18.06 Rest periods are scheduled by each Employee's immediate supervisor.

ARTICLE 19
NAMED HOLIDAYS

- 19.01 The following days are recognized as Named Holidays:
- | | | |
|----------------|------------------|----------------------|
| New Year's Day | Family Day | Good Friday |
| Victoria Day | Canada Day | August Civic Holiday |
| Labour Day | Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day | |
- 19.02 To qualify for a Named Holiday with pay, an Employee must:
- (i) work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (ii) work on the holiday when scheduled.
- 19.03 Regular Full-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half (1.5) times the basic rate of pay, plus:
- (i) payment for such day at the basic rate of pay; or
 - (ii) an alternate day off at a mutually agreed time.

- 19.04 When a paid holiday falls on a day that would otherwise be the Regular Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Article 19.03 (ii) above.
- 19.05 When a Named Holiday falls during a Regular Full-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period.
- 19.06 A Regular Part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1.5) her basic rate of pay for all hours worked.
- 19.07 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof unless the Employee reports for work on their last scheduled shift before the holiday or on their first scheduled shift after the holiday. This restriction shall not apply if the Employee is excused in writing by the Employer or if the Employee is ill on one of the qualifying days and produces an appropriate doctor's certificate; or when the Employee is:
- (i) on layoff;
 - (ii) in receipt of Workers' Compensation benefits;
 - (iii) on an unpaid Leave of Absence;
 - (iv) on other leaves of absence in excess of thirty (30) days;
 - (v) receiving paid Sick Leave, Short Term Disability or Long Term Disability Benefits.

ARTICLE 20

VACATION

- 20.01 All Full-time Employees shall be entitled to vacation according to the following schedule, with Part-time Employee entitlement pro-rated based on their regular hours of work.
- | Period Worked | Paid Time Off |
|--|----------------------|
| 1 st and 2 nd Years of Employment | 75 hours |
| 3 rd through 5 th Years of Employment | 112.5 hours |
| 6 th through 14 th Years of Employment | 150 hours |
| 15 th and subsequent Years of Employment | 187.5 |
- 20.02 Vacation pay is earned on regular gross, statutory holiday pay, and vacation pay earned between April 1st and March 31st of the following year.
- 20.03 The Employer shall post the Vacation Schedule Planner by February 1st of each year.
- 20.04 Employees shall not take more than two (2) consecutive weeks of vacation without the prior approval of the Manager.
- 20.05 Employee requests for vacation in July and August shall be in writing to Department Managers by April 1st of each year.

- 20.06 Where an Employee submits a vacation preference by April 1st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15th of that year.
- 20.07 Where Employees have submitted their requests for vacation within the time-frame of February 1st to April 1st stipulated in Article 19.05 and 19.06, vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation, which are submitted after April 1st shall be dealt with on a first-come, first-serve basis. When an Employee submits a request in writing after April 1st for vacation, the Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request for vacation.
- 20.08 Requests to use vacation 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.
- 20.09 (a) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days or thirty-seven point five (37.5) hours unless otherwise mutually agreed.
- (b) Vacation may be paid out when mutually agreed between the Employee and the Employer.

ARTICLE 21

EMPLOYMENT BENEFIT PLANS

- 21.01 Effective date of ratification, the Employer will implement the following Employee Benefit Plan and maintain it or an equivalent:

Original Plan Design

Basic Life	100% paid by Employee	<ul style="list-style-type: none"> • One times your annual earnings payable to assigned beneficiary • Non-Taxable benefit • Accidents and illness covered • Coverage is 24 hours/day and 365 days/year • Reduces to 50% at age 65 and is terminated at age 70
Dependent Life	100% paid by Employee	<ul style="list-style-type: none"> • Spouse \$5,000.00 • Child \$2,500.00 • Accidents and illnesses covered • Coverage is 24 hours/day and 365 days/year • No limitations or exclusions • Terminates at Employee's age 70
Accidental Death and	100% paid by Employee	<ul style="list-style-type: none"> • One additional times your annual earnings payable to assigned beneficiary • Partial benefits paid for loss or loss of use

Dismemberment		of limbs <ul style="list-style-type: none"> • Coverage is 24 hours/day and 365 days/year • Excludes self-inflicted, suicide, war, military personnel, flight member • Reduces to 50% at age 65 and is terminated at age 70
Health Benefits	50% paid by Employee	<ul style="list-style-type: none"> • Travel insurance including travel outside of Canada • Medication: • Assure card for payment directly to pharmacy included • No deductible • Termination of benefits at age 70
Dental	50% paid by Employee	<ul style="list-style-type: none"> • Taxable benefit (Premiums paid ½ by Employee, ½ by Employer) • No deductible • 80% coverage for preventive and basic treatments • Maximum reimbursement \$1,500 per calendar year • Termination of benefits at age 70

ARTICLE 22

SICK LEAVE

- 22.01 Sick leave is provided by the Employer for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* nor other Insurer; or for quarantine by a Medical Office of Health.
- 22.02 The Employer and Union do not condone the use of sick leave benefits for any reason other than legitimate illness.
- 22.03 Employees who have completed their probation period shall be allowed credit for sick leave from the date of employment of seven and one half (7.5) hours for every one hundred and sixty-five (165) hours worked to a maximum of ninety (90) hours.
- 22.04 Casual Employees do not qualify for sick leave credits.
- 22.05 When an Employee has accrued the maximum sick leave credits as defined above, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum, when she shall begin to accrue again.
- 22.06 The right to Sick Leave shall cease upon termination of employment.

- 22.07 Employees may be requested to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Where the Employee must pay a cost for such proof, upon the production of a receipt for the cost, the full fee shall be reimbursed by the Employer.
- 22.08 Any Employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time the Employee would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of Sick Leave.
- 22.09 The Employer will monitor Employee attendance under the Employer Attendance Management Program.

ARTICLE 23

LEAVES OF ABSENCE

- 23.01 An Employee may be granted a Leave of Absence without pay for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the facility. Except in emergencies, written applications for Leave of Absence must be made at least fourteen (14) days in advance of such leave. Normally an Employee will be expected to take vacation time before a Leave of Absence is granted, except in emergency situations.
- 23.02 Where any Leave of Absence without pay exceeds four (4) or more consecutive weeks:
- (a) Credit of seniority, salary increase, vacation and cumulative sick leave will be suspended during the leave;
 - (b) Employees may elect to maintain coverage of contributory plans specified in the Employee Benefit Plans provided that the Employee makes prior arrangements to pay full premium costs to the Employer. Failure to remit the full payment required for benefit coverage shall result in the cancellation of coverage.
- Reinstatement in any and all plans shall be subject to the enrolment and other requirements of the Underwriter.
- 23.03 Employees who are on Leave of Absence will not engage in any gainful employment, unless approved by the Employer, with any other Employer while on such leave, and if an Employee does engage in gainful employment while on such Leave of Absence, the Employee will forfeit all seniority rights and privileges contained in this Agreement.
- 23.04 **Bereavement Leave**
- An Employee shall be granted three (3) consecutive working days Bereavement Leave without loss of salary, providing such leave is taken within a seven (7) consecutive day period, in the event of the death of the following relatives of the Employee (including common-law spouses): husband, wife, child, parent, father-in-law, mother-in-law, brother, sister, grandparent, son-in-law, daughter-in-law, grandchild or guardian.

23.05 The Employer may request the Employee to provide documentation verifying the leave.

23.06 Maternity Leave or Parental Leave

Maternity or Parental Leave shall be granted in keeping with the Alberta Employment Standards Code, and federal employment standards.

23.07 Leave of Absence for Union Business

- (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 including Negotiations, 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 office of the Employer with as much advance notice as possible. Two (2) weeks advance notice will be provided except that in extenuating circumstances the time factor may be reduced.
- (b) The Employer shall not unreasonably withhold Leave of Absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

23.08 Jury Duty

If an Employee is required to serve as juror in any court of law, the Employee shall not lose any pay because of such service provided that the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee will be required to attend court as a juror.

23.09 Domestic Violence Leave

- (a) An Employee who requires time off for Domestic and/ or Sexual Violence Leave shall be granted up to ten (10) days off without pay for one (1) or more of the following purposes.
 - (i) to seek medical attention for the Employee or the Employee's child in respect of a physical or psychological injury or disability caused by the violence.
 - (ii) to obtain services for the Employee or the Employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency.
 - (iii) to obtain psychological or other professional counselling for the Employee or the Employee's child in respect of the violence.

- (iv) to relocate temporarily or permanently for the purpose of making future violence against the Employee or the Employee's child less likely.
- (v) to seek legal or law enforcement assistance for the Employee of the Employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence
- (iv) Employee's may be requested to submit proof to the Employer demonstrating the need for domestic violence leave.

ARTICLE 24 **BULLETIN BOARDS**

- 24.01 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such place so as to inform all Employees in the bargaining unit of the activities of the Union.

ARTICLE 25 **DISCIPLINE, WARNING, SUSPENSION AND TERMINATION**

- 25.01 Unsatisfactory conduct and/ or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 25.02 Unsatisfactory conduct and/ or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a verbally communicated warning to the Employee. The Employee shall be advised that further infractions of a similar nature will result in a written disciplinary warning.
- 25.03 Unsatisfactory conduct and/ or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's Personnel File. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance.
- 25.04 Employee's shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union Representative present if they so choose.
- 25.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. If an Employee refuses to sign the written notice of discipline, it will be placed on the Personnel File unsigned. An Employee may be accompanied by a representative of the Union during the disciplinary discussions. When in attendance at a disciplinary discussion, a Union Representative shall initial and date any disciplinary document presented for the sole purpose of indicating awareness of the document.

- 25.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the Grievor, the Personnel File of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 25.07 An Employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's 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 twenty-four (24) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 25.08 An Employee absent for two (2) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides documentation and/ or validation of the absence acceptable to the Employer.
- 25.09 No language in this Article prevents immediate suspension or dismissal for just cause.
- 25.10 By appointment made at least seven (7) working days in advance, an Employee may view their personnel file in the administration offices once each year or when the Employee has filed a grievance. An Employee shall be accompanied by an Employer designate and may be accompanied by a Union representative when viewing the Employee's personnel file.

ARTICLE 26

GRIEVANCE PROCEDURES

- 26.01 The parties to this Agreement recognize the Union Stewards and the AUPE Representatives as the agents through which Employees shall process their grievance.
- 26.02 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than ten (10) workdays after the subject of such grievance occurred.
- 26.03 If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement. At no time may an Employee or group of Employees file a grievance on behalf of another Employee.

26.04 Group Grievance

A Group Grievance is defined as a single grievance signed by a Steward and/ or an AUPE Representative on behalf of a group of Employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The Grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration the matter shall be adjudicated as a group grievance.

26.05 Policy Grievance

A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer it can relate to the conduct of the Union, its representative or Steward. A policy grievance may be submitted by either party to arbitration under Article 27, bypassing Steps 1 and 2. A Policy Grievance shall be signed by an AUPE Director of Labour Relations or designate. In the case of an Employer's Policy Grievance, the grievance shall be signed by the Administrator or their representative.

26.06 Employer or Union Grievances – Time Lines

In the event that either the Employer or the Union on their own behalf wish to process a grievance, such grievance shall be submitted by one party to the other, in writing, and shall be submitted within ten (10) days of the act causing the grievance.

26.07 The party in receipt of the grievance must, within ten (10) days of receiving it, inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within ten (10) days of rendering of the decision.

26.08 The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays and Statutory Holidays and normal time off of the Employee(s) involved.

26.09 In the event that the initiator of the grievance fails to follow the procedure and time limits established in this section, the grievance shall be deemed to be abandoned.

Step One, Two and Three Grievance Procedures

26.10 A Steward shall be granted time off, without loss of wages, to assist an Employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The Steward must first obtain permission from their supervisor. Such permission will not be unreasonably withheld.

26.11 The hearing of grievances at any stage of the grievance procedure will be scheduled in advance to ensure all parties are available to attend at a mutually convenient time.

26.12 Step One:

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee must discuss the matter with their immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) working 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.

In this first step, both parties shall make every effort in discussions to settle the dispute. If the dispute is not resolved at this step, within ten (10) days of the discussion with the supervisor, the Grievor will proceed to Step Two.

26.13 Step Two:

If the difference is not resolved satisfactory in discussions at Step One, it may become a grievance. The dispute shall be reduced to writing, setting forth:

- (i) The nature of the grievance and the circumstances out of which it arose;
- (ii) The remedy of correction required;
- (iii) The section or sections of the Agreement infringed upon, or claimed to have been violated.

The written grievance shall be submitted in this form to the Administrator or designate by the Grievor or Union designate. The Union and the Employer have the opportunity to meet at this time to discuss and review the grievance in a further attempt at resolution. Within ten (10) workdays of receipt of the written grievance, the Administrator or designate will provide the Grievor, Steward, and Union Representative with a copy of the Employer's written reply. If the grievance is not resolved at this step, then:

26.14 Step Three:

In the event the grievance is not resolved at Step Two, the Union may, within ten (10) days of the receipt of the written decision of the Employer, refer the grievance to the Step Three level. The Employer, Grievor, Local Steward, or Union Membership Services Officer shall meet at Step Three to seek resolution and redress to the grievance. In the event that the parties are unable to settle the grievance at Step Three of the grievance procedure, the Union may submit the grievance to mediation/ arbitration within fourteen (14) days of receipt of the decision of the Administration of the Employer. A notice of submission to mediation or arbitration must be given in writing.

ARTICLE 27
MEDIATION AND ARBITRATION

27.01 If the parties fail to settle the grievance at Step Three of the grievance procedure, the grievance may be referred to mediation or arbitration.

- 27.02 In the event the parties agree to engage the services of a sole mediator, it is understood that the written recommendations of the Mediator shall not be binding and will be on a "Without Prejudice" basis.
- The parties agree that the Mediator shall:
- (a) Investigate the difference;
 - (b) Define the issue in the difference;
 - (c) Make written recommendations to resolve the difference within ten (10) calendar days of the request;
 - (d) If the parties cannot agree on the Mediator's recommendations, the grievance shall be referred to Arbitration;
 - (e) Each of the parties shall pay one-half (0.5) of the remuneration and expenses of the Mediator.
- 27.03 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at Step Three of the grievance procedure; or within ten (10) days of receiving the Mediator's recommendations.
- 27.04 The parties agree that the Arbitrators hearing the dispute shall be selected from a roster of agreed upon provincial Arbitrators and that a Board of Arbitration consisting of three (3) members of an Arbitration Panel, shall hear the dispute. The two parties shall each nominate an Arbitrator within ten (10) days and each shall notify the other party of the name and address of its nominee. The two Arbitrators so appointed shall jointly select a Chairman. If they are unable to agree on the selection of a Chairman within ten (10) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a Chairman.
- 27.05 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as Chairman of an Arbitration Board.
- 27.06 The decision of the majority of the Arbitrator Board will govern.
- 27.07 Notices of desire to arbitrate a dispute and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of the mailing shall be deemed to be the date of the service.
- 27.08 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to nominate an Arbitrator in accordance with this Article, the party not in default may, upon notice of the party in default, appoint a single Arbitrator to hear the grievance and the Arbitrator's decision will be final and binding upon both parties.
- 27.09 The Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Article dealing with grievance and arbitration procedures where it appears that the default was due to reliance upon words or conduct of the other party.

- 27.10 The Arbitration Board is to be governed by the following provisions:
- (i) shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by it;
 - (ii) shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations;
 - (iii) shall not have the power to alter or amend any of the provisions of this Agreement;
 - (iv) the parties and the Arbitration Board shall have access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance only;
 - (v) where the Arbitration Board is of the opinion that there is proper cause for disciplining an Employee but considers the penalty imposed too severe in view of the Employees' employment record and the circumstances surrounding the discharge or suspension, the Board may substitute a penalty which is, in its opinion, just and equitable;
 - (vi) the Board shall have jurisdiction to determine whether a grievance is arbitral.
- 27.11 If both the Union and Employer are in mutual agreement, a sole Arbitrator or Mediator may be appointed to resolve the dispute.
- 27.12 Each of the parties shall pay one half (0.5) of the remuneration and expenses of the Arbitration Board or sole Mediator/ Arbitrator.

ARTICLE 28

WORKERS' COMPENSATION

- 28.01
- (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 shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits and whose application is under consideration may apply for sick leave benefits under Article 22 provided the Employee meets eligibility requirements for sick leave and has sick leave credits available.
 - (i) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB for all such leave pursuant to this Clause.
 - (ii) If the WCB denies the claim, the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee's sick leave bank will be adjusted accordingly.

- (iii) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee's sick leave bank will be adjusted accordingly.
- (iv) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of her WCB claim, will receive payment directly from the WCB.
- (c) The Employer and the Union shall, with the Employee and the WCB, engage in a WCB funded "Return to Work" Program to enable the Employee to participate in a graduated return to the workplace. The Employee must first be certified medically and by the Workers' Compensation Board that the Employee is fit to return to the workplace on a graduated return to work program.
- (d) The Employee shall keep the Employer informed of the initial prognosis and provide regular contact on a schedule set by the Employer and the Employee as to the expected date of return to work.

ARTICLE 29

SALARIES

- 29.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 29.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 29.03 Employees shall be entitled to an increment on the completion of one thousand nine hundred and fifty (1950) hours paid, exclusive of all overtime hours.
- 29.04
 - (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 (1950) hours.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY

- 30.01 A Committee will be established to consider matters of Occupational Health and Safety and will have an established Terms of Reference and standard agenda to guide the meeting.
- 30.02 The Committee shall meet monthly at a mutually acceptable hour and date.
- 30.03 The Committee shall be established and the Union will have the right to designate bargaining unit representatives from various departments as members of the Committee.
- 30.04 The Employer will pay the basic rate of pay for such Employees for attendance at the meeting if they are off duty on the day the meeting is scheduled.

ARTICLE 31
IN-SERVICE PROGRAMS

- 31.01 The parties to this Collective Agreement recognize the value of continuing in-service education for Employees, and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, development and maintenance of essential skills, and other programs which may be offered by the Employer.
- 31.02 Employees, who with the prior approval of the Employer, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- 31.03 The Employer shall provide a paid orientation for all new Employees.

ARTICLE 32
TERMINATION OF EMPLOYMENT

- 32.01 An Employee, whenever possible, shall provide a minimum of one (1) months notice of termination of employment.
- 32.02 In any event, the Employee shall provide a minimum of fourteen (14) days notice of termination of employment.

ARTICLE 33
RETIREMENT SAVINGS PLAN

- 33.01 Regular Full-time and Regular Part-time Employees who work a minimum of fifteen (15) regularly scheduled hours per week will be eligible for:
Voluntary Registered Retirement Savings Pension Plan – (3% of annual earnings with matching Employer contribution).
- 33.02 The Employer agrees to match, to a maximum of three percent (3%) of the Employee's regular gross salary, an Employee's contribution to a voluntary Registered Retirement Savings Plan owned by the Employee. The Employer will make the Employee's and Employer's payments payable to the RRSP in the Employee's name. Upon request of the Employee:
- (i) The Employer will deduct a maximum amount equal to three percent (3%) of regular gross salary from each Employee's pay.
- 33.03 The implementation and operation of the Pension Plan referred to above, will at all times, be subjected to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts with the pension carrier. The Employer will make available to all Employees participating in these plans, copies of information brochures.
- 33.04 Regular Employees with greater than four hundred fifty (450) hours are eligible to enroll in the Retirement Savings Plan.

ARTICLE 34
Terms of Employment Applicable to Part-Time Employees

Except as modified in Article 35, all provisions of this Collective Agreement shall apply to Part-time Employees:

34.01 **Rest Periods (Article 18)**

Amend Article 18.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (0.5) hour provided the Employee is scheduled to work five (5) hours or more.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer.

34.02 **Overtime (Article 14)**

Amend Article 14.01 to read:

Regular Part-time Employees shall be paid overtime rates as provided in Article 14.01 for:

- (a) any time worked in excess of seven point five (7.5) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds the normal hours of work for a full time employee in any two (2) week period.

34.03 **Paid Holidays (Article 19)**

Amend Article 19.03 to read:

- (a) On each pay period Part-time 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) Part-time Employees required to work on a Paid Holiday shall be paid at one and one-half (1.5) times their Basic Rate of Pay for such work.

34.05 **Annual Vacation (Article 20)**

Amend Article 20.01 to read:

- (a) Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{ccccc} \text{Hours Worked as} & \times & \text{the applicable \%} & = & \text{Number of hours of} \\ \text{specified in} & & \text{as outlined below} & & \text{paid vacation to be} \\ \text{Article 20.01} & & & & \text{taken} \end{array}$$

- (i) During the first (1st) and second (2nd) four percent (4%); or
 - (ii) six percent (6%) during each of the third (3rd) to fifth (5th) years of continuous Part-time employment; or
 - (iii) eight percent (8%) during each of the sixth (6th) to fourteenth (14th) years of continuous Part-time employment; or
 - (iv) ten percent (10%) during the fifteenth (15th) and each subsequent year of continuous Part-time employment.
- (b) Only those hours of work paid at the basic rate of pay and on a Named Holiday to a maximum of seven point five (7.5) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

ARTICLE 35

TERMS OF EMPLOYMENT APPLICABLE TO TEMPORARY EMPLOYEES

Except as modified by Article 36 all provisions of this Collective Agreement shall apply to Temporary Employees.

- 35.01 (a) A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees except as modified by:
- (i) Article 12: Job Postings and Vacancies
 - (ii) Article 11: Layoffs
 - (iii) Article 19: Named Holidays
 - (iv) Article 20: Annual Vacation
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) The Employer shall provide at least seven (7) calendar days written notice of termination of a Temporary position.
- (d) A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

35.02 Job Postings and Vacancies (Article 12)

Amend Article 12 to include:

During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a) such Employee shall be eligible to apply on postings of vacancies as described in Article 2.06 (a) .
- (b) such Employee shall not be eligible to apply on postings of vacancies described in Article 2.06 (c) , unless the position posted commences after the expiry date of the term for which the Employee was hired.

35.03 Layoffs (Article 11)

The provisions of Article 11 shall not apply to a Temporary position.

35.04 Named Holidays & Annual Vacation (Article 19 & Article 20)

Amend Article 19 and Article 20 to read:

- (a) Temporary Employees required to work on a Named Holiday shall be paid at one and one-half (1.5) times their Basic Rate for all hours worked on the Paid Holiday.
- (b) Temporary Employees shall be paid, in addition to their Basic Rate of Pay, eight point six percent (8.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Temporary Employees shall be allowed up to two (2) weeks off, without pay for their vacation.

ARTICLE 36

Terms of Employment Applicable to Casual Employees

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

36.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 15, 16, 17, 25, 26, 27, 28, 29 and 30 shall apply to Casual Employees.

36.02 Seniority (Article 10)

Amend Article 10 to read:

Seniority does apply during Casual Employment for the purposes of scheduling issues. All hours worked by a Casual Employee will be credited toward a regular seniority date should the Employee become regular Full or Part-time.

36.03 Rest Periods (Article 18)

Amend Article 18.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (0.5) hour provided the Employee is scheduled to work five (5) hours or more.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer.

36.04 Overtime (Article 14)

Amend Article 14.01 to read:

Casual Employees shall be paid overtime rates as provided in Article 14.01 for:

- (a) any time worked in excess of seven point five (7.5) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds the normal hours of work for a Full-time Employee in any two (2) week period.

36.05 Named Holidays and Annual Vacation (Article 19 & Article 20)

Amend Article 19 and Article 20 to read:

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half (1.5) times their Basic Rate of Pay for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid, in addition to their Basic Rate of Pay, eight point six percent (8.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Casual Employees shall be allowed up to two (2) weeks off, without pay for their vacation.

36.06 Leaves of Absence (Article 24)

Amend Article 24.04 to read:

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave.

ARTICLE 37
COPIES OF THE COLLECTIVE AGREEMENT

37.01 The Employer and the Union will each pay one half (0.5) 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 Agreement will be processed at the AUPE Headquarters unionized print shop. The Collective Agreement shall have the AUPE and Hardisty Care Centre logo on the cover.

Appendix "A"
WAGE SCHEDULE

		Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
HCA	Current	\$16.83	\$18.67	\$19.64	\$20.31	\$20.90	\$21.58	\$22.06	\$22.73	\$23.40
	April 1, 2018	\$17.08	\$18.96	\$19.94	\$20.62	\$21.21	\$21.91	\$22.39	\$23.07	\$23.75
	April 1, 2019	\$17.42	\$19.33	\$20.34	\$21.03	\$21.63	\$22.35	\$22.84	\$23.53	\$24.23
LPN	Current	\$23.18	\$24.81	\$25.88	\$26.91	\$27.96	\$29.01	\$30.02	\$31.23	\$32.48
	April 1, 2018	\$23.53	\$25.18	\$26.26	\$27.31	\$28.38	\$29.44	\$30.47	\$31.70	\$32.97
	April 1, 2019	\$24.00	\$25.68	\$26.79	\$27.86	\$28.94	\$30.03	\$31.08	\$32.33	\$33.63

**** NOTE: Retroactive payments shall be based on all hours paid.**

Letter of Understanding
between
Hardisty Care Centre Ltd.
(The Employer)
- and -
The Alberta Union of Provincial Employees
(The Union)
on behalf of Local 047 Chapter 039

Re: Joint Employer-Employee Committee

The Parties agree to establish a Joint Employer-Employee Committee to discuss the feasibility of adding to the Employment Benefit Plans (Article 21) both LTDI and STD coverage for eligible bargaining unit Employees.

Any recommendations for changes must be approved by the majority of the membership. Further it is understood that the premiums for LTDI and STD will be 100% paid by those Employees who are participating in the benefits plans.


This letter shall be in effect for the term of the Collective Agreement pursuant to Article 1 or until the Parties can agree on the inclusion or not of the additional benefits.



On behalf of the Employer

December 04/2018

Date



On behalf of the Union

Nov 30th, 2018


Date

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

Signed this 30th day of November, 2018.


ON BEHALF OF HARDISTY CARE CENTRE

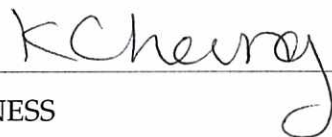




WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES





WITNESS