

COLLECTIVE AGREEMENT

between

**Sprucewood Place Housing Community Partnership
Villa Marguerite Seniors Community Partnership**

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

on behalf of

LOCAL 047 CHAPTER 038

APRIL 1, 2018 to MARCH 31, 2020

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PURPOSE AND PREAMBLE

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

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

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in full force and effect on the date of ratification up to and including March 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.
- 1.04 The Parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 1.05 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed;

In the case of the Employer to:

Site Leader
Villa Marguerite and Sprucewood Place
9810 – 165th Street
Edmonton, Alberta T5P 3S7

In the case of the Union to:

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

ARTICLE 2 - DEFINITIONS

- 2.01 “Arbitration and Adjudication” takes its meaning from the description of collective agreement arbitration in the Labour Relations Code dealing with the resolution of a difference. Hereinafter, where the word “Arbitration” is used, it shall be deemed to mean “Adjudication” where applicable.
- 2.02 “AUPE” means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.03 “Basic Rate of Pay” means the incremental step in the Salary Appendices applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

- 2.04 “Villa Marguerite or VM” means Villa Marguerite Seniors Community Partnership and “Sprucewood Place or SP” means Sprucewood Place Housing Community Partnership
- 2.05 “Code” means the Labour Relations Code, as amended from time to time.
- 2.06 “Continuous Service” for regular Employees means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.
- 2.07 “Employee means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) “Regular Employee” is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
 - (i) “Full-Time Employee” is one who is regularly scheduled to work the full specified hours in Article 11; Hours of Work.
 - (ii) “Part-Time Employee” is one who is regularly scheduled for less than the normal hours specified in Article 11; Hours of Work.
 - (b) “Casual Employee” is one who:
 - (i) works on a call in basis and is not regularly scheduled: or
 - (ii) relieves for absences the durations of which is three (3) months or less: or
 - (iii) is regularly scheduled for a period of three (3) months or less for a specific job.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a Full-Time or Part-Time position:
 - (i) 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
 - (ii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.
- 2.08 “Employer” means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of Villa Marguerite Seniors Community Partnership and Sprucewood Place Housing Community Partnership.
- 2.09 “Practice Permits/ registration” takes meaning from the *Health Professions Act*, Alberta Regulation 81/2003, and Licensed Practical Nurse Profession Regulation as amended. Registration is not membership in the Union.

- 2.10 "Shift" means a daily tour of duty excluding overtime hours.
- (i) "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
 - (ii) For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 "Local" means the Local of AUPE.
- 2.14 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Monday.
- 2.15 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.16 "Position" shall mean:
- (a) the Employee status
 - (b) the classification
 - (c) Full-time equivalency (FTE).
- 2.17 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.18 "Classification" shall mean job title and pay scale established for the job title.
- 2.19 "FTE" shall mean fulltime equivalency, 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 11 - Hours of Work in this agreement.
- 2.20 "Parties" shall mean AUPE and Villa Marguerite Seniors Community Partnership and Sprucewood Place Housing Community Partnership.

ARTICLE 3 - RECOGNITION AND APPLICATION

- 3.01
- (a) The Employer recognizes the Union as the sole bargaining agent of all Employees 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 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 provision of the Labour Relations Code (LRC).
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with this Agreement.
- (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
 - (b) The Employer shall grant Union Representatives access to its premises for Union business subject to approval of the Site Leader of designate.
 - (c) Union membership meetings may be held on Employer premise subject to the written approval of the Site Leader or designate.
- 3.04 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 annually.
- 3.05
- (a) The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Collective 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. The printing of the Collective Agreement will be processed at AUPE Headquarters.
 - (b) The Union shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than thirty (30) minutes by the Union on the Employer's time at a time determined by the Employer within the first ninety (90) days of employment.
- 3.06
- (a) 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.
 - (b) Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 3.07 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.
- 3.08 "Shall" shall be interpreted to be mandatory rather than directory.

CONTRACTED SERVICES

- 3.09 Where the Employer finds it becomes necessary to consider transfer, assign, sub-contract or outsource any work or functions which might replace any Employee covered by this collective agreement, the Employer shall notify the Union thirty days (30) in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees except in cases of an emergency where the health and safety of Residents or Employees is at risk.

BULLETIN BOARDS

- 3.10 The Employer will provide Bulletin Boards to the Union, at each Site, so that the Union may post meeting notices and other general Union information that is deemed appropriate by the Employer. The Union will not post anything that is objectionable to the Employer.

ARTICLE 4 - UNION MEMBERSHIP

- 4.01 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be displayed on the Employers' equipment or sites.
- 4.02 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;
- 4.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the Dues as determined by the Union.
- 4.04 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. Where an accounting adjustment is necessary to correct an over or under payment of Dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by the electronic list specifying the following:
- the Employees name;
 - the amount of deduction for each Employee.
- Additionally, included with the monthly dues remittance, the Employer shall provide a separate electronic copy of the following:
- Mailing address.

- 4.05 Additionally, the Employer shall supply to the Union, an electronic report (delivered quarterly (1/4)) from the Employer's records including the following Employee information:
- Classification;
 - Employment designation/status;
 - Commencement date;
 - Hourly rate of pay.
- 4.06 Such electronic lists shall include all newly hired Employees.
- 4.07 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.
- 4.08 The Employer will indicate the Dues deducted and enter the amount on the T4 slips supplied to the Employee.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business and direct the workforce, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct and control the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) determine schedules and the means of performing work and the number of hours worked, start and quit times.
 - (d) select and hire, promote, transfer, lay-off and recall Employees;
 - (e) demote, discipline, suspend or discharge Employees for just cause.

ARTICLE 6 – RESPECT IN THE WORKPLACE

- 6.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment and bullying will not be tolerated.
- 6.02 There shall be no discrimination, harassment, coercion or interference by either party in respect of an Employee by reason of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political affiliation of that Employee.
- 6.03 Workplace Harassment, Workplace Bullying and Workplace Violence are defined in the Employers Respectful Workplace Policy as follows:
- (a) Workplace Harassment is any unwelcome conduct by an individual or group of individuals that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonable to have known would cause offence or harm.
 - (b) Workplace Bullying is a repeated pattern of negative behaviour aimed at a specific person or group.
 - (c) Workplace Violence is threatened, attempted, or actual conduct of a person that causes or is likely to cause physical injury.
- 6.04 A complain of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation in accordance with Respectful Workplace 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.
- 6.05 Notwithstanding Clause 6.04, should an Employee have reasonable rationale not to use the Respectful Workplace Policy to file a complaint, an Employee shall have access to Article 30 to resolve their issue.
- 6.06 If natural justice of procedural fairness has not been followed or if the outcome for the complainant under the Respectful Workplace Policy was not reasonable, an Employee shall have access to Article 30 to resolve the issue.
- 6.07 This Article does not affect the operation of a bona fide pension plan or terms or conditions of a bona fide group insurance plan. Further this Article also does not apply with respect to refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.07 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations maybe dealt with according to the Respectful Workplace Policy.

6.09 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*.

ARTICLE 7 – IN-SERVICE PROGRAMS

- 7.01
- (a) The parties to this 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. The term “in-service” includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
 - (b) Employees who, with the prior approval of their Department Director/ Manager, attend an in-service or development program shall not suffer a loss of pay for such attendance. Upon approval of the Employer, an Employee who is required to attend a training course or seminar, shall be paid at the basic rate of pay for attendance at such a meeting, or granted time off in lieu.
 - (c) The Employer’s staff training and development policy governing in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:
 - (i) emergency preparedness [including fire, evacuation and disaster procedures];
 - (ii) CPR (when established by the Employer as a mandatory qualification);
 - (iii) proper lifting and the prevention of back injuries and the proper use of equipment;
 - (iv) prevention and management of resident and staff abuse, including non-violent crisis intervention;
 - (v) workplace hazardous materials information systems (WHMIS) training;

7.02 **PROFESSIONAL DEVELOPMENT DAYS**

- (a) Upon written advance request and sufficient notice by a regular Employee designated pursuant to the *Health Professions Act* R.S.A. 2000, CH-7 as amended and when operational requirements permit, the Employer will not unreasonably deny time off with pay:
Four (4) professional development days (up to forty-eight (48) hours) annually for development at the basic rate of pay.
- (b) The Employee shall be paid at the basic rate of pay for attendance:
 - (i) when attendance is an operational requirement; and
 - (ii) upon the Employee’s request and approval of the Department Director for the purposes of professional development.

- 7.03 An Employee shall be advised, prior to taking any professional development of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

ARTICLE 8 – PROBATIONARY AND TRIAL PERIOD

- 8.01 Each new full-time Employee shall first serve a single probationary period of five hundred and six (506) hours worked (exclusive of overtime).

In the case of Part-Time Employees who upon completion of twelve (12) calendar months of employment or who have completed five hundred and six (506) hours (exclusive of overtime), whichever occurs first, their probationary period shall be deemed to have been completed.

Casual or Temporary Employees shall serve a single probationary period of five hundred and six (506) hours worked (exclusive of overtime).

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 or notice.

- 8.02 At the discretion of the Employer, the probationary period may be extended up to a maximum of five hundred and six (506) hours worked.

- 8.03 The Employer shall provide feedback to each probationary Employee at least once during her probationary period.

- 8.04 The Employer shall provide a paid orientation for all Employees, including:

An orientation to the site and/ or Employer organization including the unit or wing as required by the Employer;

An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied. The orientation period may be extended at the Employer's discretion;

No Employee shall be expected to work independently without paid orientation.

TRIAL PERIOD

- 8.05 Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that the Employee serve a full trial period of three hundred, fifteen (315) hours worked in his new position. The trial period may be extended by the number of hours absent during the prescribed trial period.

ARTICLE 9 - SENIORITY

- 9.01 (a) Seniority shall be bargaining unit wide.
(b) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, and shall be defined as the length of "continuous service".

- (c) 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 above for Regular Employees.
- (d) For Temporary or Casual Employees, seniority shall be credited upon becoming a regular employee.

9.02 Seniority shall be considered in determining:

- (a) preference of vacation time;
- (b) layoffs and recalls;
- (c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in Article 10; Appointments, Transfers and Promotions.
- (d) scheduling of shifts in accordance with Article 11 Hours of Work;
- (e) distribution and allocation of additional hours of work in accordance with Article 11 Hours of Work;

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

- (a) when the employment relationship is terminated by either the Employer or the Regular 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 a Regular Employee does not return to work on recall within five (5) days of receiving formal notice via direct telephone contact or in writing and such notice is delivered by hand or by registered mail to the last known address.

9.04 A seniority list shall be provided by the Employer to the Union twice a year (2X) in January and July and when Employees have been served notice pursuant to the provisions of Article 27 Layoff/ Recall and Severance.

9.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority. Any further difference based upon the Employer information shall be subject to the Employer's date of record. In the event two (2) or more Employees have the same seniority date, the matter will be determined by using the last three (3) numbers of the Employee's SIN in reverse order, with the Employee with the lowest SIN being deemed to have a higher seniority.

ARTICLE 10 – APPOINTMENTS, TRANSFERS AND PROMOTIONS

10.01 The Employer shall post notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment.

- 10.02 (a) All applications for job postings shall be made in writing to the contact person designated on the posting in accordance with the posting instructions.
- (b) The contact person designated will date stamp the application confirming delivery with a copy for the applicant.
- 10.03 When making promotions and transfers and filling vacancies within Employer operations, the determining factors shall be the most requisite job related skills, training, knowledge, job performance and other relevant attributes and where these factors are considered by the Employer to be equal, seniority shall be the deciding factor.
- 10.04 Job Postings shall contain the following information:
- (a) Job qualifications and or job competencies;
- (b) Employment Status, Full-Time (Regular), Part-Time (Regular), Temporary or Casual;
- (c) Classification and full-time equivalency;
- (d) Department;
- (e) Number of hours per shift, shift pattern and the shift cycle
- (f) Rate of pay or Range if applicable;
- (g) Location address;
- (h) If Temporary, the anticipated duration of such position.
- 10.05 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 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 her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- 10.06 The Chapter Chairperson shall be advised of all successful candidates within five (5) days of the decision. At time of hire or transfer, each successful candidate shall receive a letter.
- 10.07 The foregoing provision shall be waived by the parties and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation. Employees must have the minimum job qualifications and experience to be considered.

ARTICLE 11 - HOURS OF WORK

- 11.01 Regular hours of work for Full-Time Employees, exclusive of meal periods, are:

- (a) Seven point five (7.50), seven point seven five (7.75) hours or eight (8.00) hours per day; and
- (b) Thirty-seven point five (37.50), thirty-eight point seven five (38.75) hours or forty (40.00) hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) One thousand, nine hundred, fifty-seven point five (1,957.50), two thousand twenty-two and three-quarters (2,022 3/4) hours per year or two thousand and eighty-eight (2,088.00) hours per year.

11.02 Regular hours of work for Full-Time Employees working an extended workday schedule, exclusive of meals are:

- (a) Eleven point five (11.50) hours or eleven point seven five (11.75) hours per day; and
- (b) Eighty point five (80.50) hours or eighty-two point two five (82.25) hours in a two (2) week shift cycle.
- (c) An extended workday schedule will be scheduled in advance and the schedule will meet the following requirements:
 - (i) Show a complete shift cycle;
 - (ii) The maximum hours of work that an Employee may be scheduled to work in a work day is twelve (12.00) hours; exclusive of meal periods;
 - (iii) The maximum hours of work an Employee may be scheduled to work in an extended work day schedule of forty-four (44.00) hours averaged over the shift cycle.

11.03 Regular hours of work shall be deemed to:

- (a) Include, as scheduled by the Employer, either:
 - (i) Two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.50), seven point seven five (7.75) hours or eight (8.00) hours; or
 - (ii) One (1) paid rest period of thirty (30) minutes during each full working shift of seven point five (7.50), seven point seven-five (7.75) hours or eight (8.00) hours, if this is more compatible with scheduling of work assignments,

The alternative to be applied shall be at the discretion of the Employer:

- (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half (1/2) shift of not less than three and three quarters (3 3/4) hours.
- (c) exclude, 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 four (4.00) hours.

- 11.04 (a) In the area where eleven point five (11.50) hours or eleven point seven five (11.75) hour shifts are worked they will:
- (i) Include as scheduled by the Employer three (3) paid rest periods of fifteen (15) minutes during each full working shift of eleven point five (11.50) hours or eleven point seven five (11.75) hours.
 - (ii) Two (2) or more paid rest periods may be combined by agreement between the Employee and the Employer during each full working shift of eleven point five (11.50) hours or eleven point seven five (11.75) hours.
 - (iii) Exclude one (1) unpaid meal period of thirty (30) minutes.
- 11.05 (a) If an Employee is required to work or recalled to duty by the Employer during their paid break, the Employee shall be given a full paid break later in their shift, or, where that is not possible, shall be paid for the break at overtime rates of pay;
- (b) If an Employee is required to work or is recalled to duty by the Employer during their meal break, compensating time off for the full meal break shall be provided later in the shift, or where that is not possible the Employee shall be paid at overtime rates of pay for the full meal break;
- (c) If the Employer requires an Employee to be readily available for duty, or to remain on site during their meal break, the Employee shall be so designated in advance and be paid for that meal break at their basic rate of pay for the full meal break;
- 11.06 The first (1) shift of the day shall be the day shift.
- 11.07 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at one and one half times (1 1/2 X) for all hours worked on the first (1st) shift of the changed schedule.
- 11.08 ADDITIONAL HOURS OF WORK
- (a) In addition to their regularly scheduled, available and senior Part-time Employees, shall be given first choice of any extra straight time hours within their bargaining unit before these hours are offered to Temporary or Casual employees. Where there are available additional shifts, the Employer shall distribute the additional shifts to regular employees first equitably and consistent with the principles of seniority and then to casual employees on a first come, first served basis.
 - (b) Part-Time employees who wish to be considered for additional hours of work shall indicate the extent of their availability, in writing, to the Employer. Continual refusal of available shifts may result in the Employee being disqualified for future shifts.
 - (c) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

- 11.09 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 11.10 Except in cases of emergency or by mutual agreement between a Full-Time or Part-Time Employee and the Employer:
- (a) Employees shall have two (2) consecutive days of rest on at least two (2) weekends in a five (5) week period. "Weekend" shall mean Saturday and Sunday;
 - (b) Employees shall not be scheduled to work seven (7) consecutive shifts more than once in a five (5) week cycle;
 - (c) Shift schedules shall provide for:
 - (i) at least fifteen and one half (15 1/2) hours off duty between shifts, except for Employees working a compressed work week;
 - (ii) not more than two (2) different shift types (days, evenings or nights) between scheduled days of;
 - (iii) no shift shall be less than three (3) hours.
- 11.11
- (a) Employees may exchange shifts among themselves provided that:
 - (i) the exchange is agreed to in writing, between the affected Employees including regular, temporary or casual; and
 - (ii) the written request must be given to the Employee's Department Director/ Manager or Site Supervisor prior to seven (7) calendar days of the shift to be exchanged; and
 - (iii) prior approval has been given by the Employee's Department Director/ Manager or Site Supervisor
 - (b) Such exchanges shall be recorded on the shift schedule.
 - (c) Such exchanges shall not be deemed a violation of provisions of this Collective Agreement and no overtime premiums will be paid.
- 11.12 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, on the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour at their basic rate of pay. On the date fixed by said *Act* for the resumption Daylight Saving Time, the resultant reduction shall be effected with the appropriate deduction in regular earnings.
- 11.13 Shift schedules shall provide for at least fifteen and one-half (15 1/2) hours off between the ending of one (1) shift and the commencement of the next shift, except in the case of overtime work or as otherwise mutually agreed between the Employer and Employee. Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at two times (2X) their basic rate of pay for any hours worked during the normal rest period. This provision does not apply to an Employee working an extended workday schedule.

11.14 In the event that an Employee reports for work as scheduled and is requested by the Department Director/Manager or Site Supervisor to return home, the Employee shall be compensated by a payment of four (4) hours pay at her basic rate of pay, or for the total number of hours worked at the basic rate pay, whichever is greater.

11.15 Extended Work Day Schedules:

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

ARTICLE 12 - OVERTIME

12.01 (a) "Overtime" shall be defined as hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

Except for Employees working an extended workday schedule where "overtime" shall be defined as hours worked in excess of twelve (12) hours in a day or forty-four (44) hours, in a week, averaged over a complete shift cycle.

12.02 (a) An Employee may be required to work hours beyond the daily Full Time regularly scheduled hours. Such overtime shall be authorized in advance by the Department Director/ Manager or designate and paid at the applicable overtime rate.

(b) The Department Director/ Manager or designate shall provide authorization in an electronic or documentary form prior to commencement of overtime.

(c) The Employer will not unreasonably deny authorization after the fact overtime worked where such overtime arises as a result of an unforeseeable circumstance or emergency in which it is impossible to obtain prior authorization.

12.03 Where overtime is approved, it will be paid at one and one half times (1 1/2X) the basic rate of pay for the first two (2) hours and then two times (2X) the basic rate of pay for all hours worked thereafter.

- 12.04 Overtime pay shall be calculated from the basic rate of pay in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 12.05 Regular Part-Time Employees working less than the normal hours of work stated in Clause 11.01; Hours of Work, who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the applicable overtime threshold in Clause 12.01; Overtime, after which the overtime provisions of Clause 12.03; Overtime, shall apply.
- 12.06 (a) An Employee may request time off in lieu of overtime worked by mutual agreement.
- (b) In the event mutual agreement between the Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the overtime rate.
- (d) Failing mutual agreement under a) or b) above, the Employer shall effect payment of overtime pay at the overtime rate.
- 12.07 An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break without pay at the Employee's option and shall provide a meal free of charge.

ARTICLE 13 - SALARIES

- 13.01 The basic rates of pay as set out in the Salary Appendices shall be applicable to all Employees covered by this Collective Agreement. Wage rates are effective on the dates specified in Appendix "A" Salary Schedule.
- 13.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following two thousand and twenty-two point seven five (2,022.75) hours worked with the Employer to the maximum increment granted to all Employees. For the purposes of this clause, "hours worked," means all hours actually worked by an Employee, exclusive of overtime.

RECOGNITION OF PREVIOUS EXPERIENCE

- 13.03 (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 has elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of two thousand and twenty-two point seven five (2,022.75) hours worked.

- 13.04 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the Salary Appendix 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.
- 13.05 When an Employee is permanently transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, the Employee shall be advanced to the next higher pay step in the Salary Appendix for the higher classification provided that the trial period in the new position is successfully completed.
- 13.06 When an Employee is transferred to a classification with a lower rate of pay, their salary shall be adjusted immediately to the pay step in the Salary Appendix they would have been entitled to, had they been on the lower rated classification from commencement of employment.
- 13.07 Employees required by the Employer to attend any "attendance required" meetings, staff meetings, and committee meetings shall be paid at the basic rate of pay for attendance at such meetings.
- 13.08 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, Alberta Regulation 81/2003, and Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse (L.P.N.). A registered nurse may apply on any LPN posting and shall be paid at the prevailing rate of pay for an LPN. The RN must register with the CLPNA within sixty (60) days of hire.
- Only Employees certified as Health Care Aides (HCA) through a recognized program or equivalency to certification in accordance with Government of Alberta guidelines shall be employed as a HCA.
- 13.09 New Job Classification or change to Existing Classifications
- The Employer may establish new job classifications or changes to existing classifications properly included in this Collective Agreement during the term of this Agreement and establish an interim basic hourly rate. Basic hourly rates of pay for such new job classifications shall be negotiated with the Union. If negotiations fail to produce an agreement, then the basic hourly rates of pay shall be settled by arbitration under this Agreement. The resulting pay scale shall be implemented retroactively to the date the new classification was established.
- The Employer shall provide classification criteria/ job descriptions for all classifications listed in the Salaries Appendix "A"- rates of pay.
- 13.10 Paydays shall be on a bi-weekly basis, in accordance with the Employer's established practice. The Employee will receive a statement of earnings with all deductions.

ARTICLE 14 - SHIFT DIFFERENTIAL

Auxiliary Nursing Employees:

14.01 Evening Shift

An Evening Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Licensed Practical Nurses, Certified Recreation Assistants and Health Care Aides for each hour actually worked between fifteen hundred (1500) hours and twenty three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours;

14.02 Night Shift

A Night Shift Differential of five dollars (\$5.00) per hour shall be paid to Licensed Practical Nurses, Certified Recreation Assistants and Health Care Aides for each hour worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours;

14.03 An Employee shall receive both shift differential and weekend premium in addition to basic rate of pay and overtime pay.

However at no time shall Shift Differential be included with the Employee's basic rate of pay for purposes of computing overtime payments, other premium payments or Employee's benefits.

14.04 Shift Differential does not apply to any Day shifts commencing and ending between zero six hundred (0600) hours and fifteen hundred (1500) hours.

General Support Services Employees:

14.05 A Shift Differential of two dollars and fifty cents (\$2.50) per hour shall be paid to General Support Services Employees for each hour actually worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

14.06 An Employee shall receive both shift differential and weekend premium in addition to basic rate of pay and overtime pay.

However at no time shall Shift Differential be included with the Employee's basic rate of pay for purposes of computing overtime payments, other premium payments or Employee's benefits.

ARTICLE 15 - Weekend Premium

- 15.01 (a) A Weekend Premium of three dollars and fifty cents (\$3.50) per hour shall be paid to Licensed Practical Nurses, Certified Recreation Assistants and Health Care Aides for each hour actually worked between twenty three hundred (2300) hours on Friday and zero seven hundred (0700) hours on Monday, provided that greater than one (1) hour is worked between those hours.
- (b) A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to General Support Services Employees for each hour actually worked between twenty three hundred (2300) hours on Friday and zero six hundred (0600) hours on Monday, provided that greater than one (1) hour is worked between those hours.
- 15.02 An Employee shall receive both Shift Differential and Weekend Premium in addition to basic rate of pay and overtime pay.
- 15.03 However at no time shall Shift Differential be included with the Employee's basic rate of pay for purposes of computing overtime payments, other premium payments or Employee's benefits.
- 15.04 An Employee shall be eligible to receive both Shift Differential and Weekend Premiums.

ARTICLE 16 - UNION STEWARDS

- 16.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany and advise the Employee in a disciplinary meeting or investigation. A Union Steward may accompany and represent an Employee, at the request of an Employee in an investigation involving the CLPNA relative to the LPN License and in the processing of a grievance with the Employer.
- 16.02 When it becomes necessary for a Union Steward to leave their job for this purpose, the Union Steward will request time off from their Department Director or designate and provide the Department Director or designate with as much advance notice as possible. Arrangements will be made by the Department Director or designate to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of regular earnings and benefits. Such time off shall be granted only upon the approval of the Department Director or designate, which approval shall not be unreasonably withheld.
- 16.03 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- In the absence of a Union Steward, the Union will provide representation for an Employee within twenty-four (24) hours of the notice, exclusive of weekends and named holidays, to the Employee requiring union representation.

- 16.04 The Union agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during paid work hours.
- 16.05 A list of Union Stewards shall be supplied by the Union to the Human Resources Department, in writing, every four (4) months. The Human Resources Department shall be advised in writing of any changes to the list.
- 16.06 The Chapter and its members shall have the right to the assistance of Union Staff Representatives when negotiating with the Employer and when processing a grievance.

ARTICLE 17 - BENEFITS

- 17.01 Regular Employees who are regularly scheduled to work twenty (20) or more hours per week are eligible to participate in the benefit plans.
- 17.02 The Employer will establish and provide the following benefit plans:
- (a) Alberta Health Care Insurance Plan;
 - (b) Extended Health Care Benefits Plan;
 - (c) Prescription Drug Plan;
 - (d) Dental Plan;
 - (e) Group Benefits;
 - (f) Long-Term Disability Insurance.
- 17.03 The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.
- 17.04 The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.
- 17.05 The Employer shall pay sixty-five (65%) percent and the Employee shall pay thirty-five (35%) percent of the total costs of the benefits premiums for the benefit package.
- 17.06 **Flexible Health Benefits Spending Account**
- (a) A Flexible Health Benefit Spending Account shall be implemented for all Employees eligible for Benefits in accordance with Clause 17.01.
 - (b) A sum of three hundred and fifty dollars (\$350) per each Regular Full-Time Employee shall be allocated by the Employer to a Flexible Health Spending Account for each eligible Employee effective April 1st of each calendar year.
 - (c) This Flexible Health Benefit Spending Account shall be provided to Regular Part-Time Employees on a pro-rated basis, based on their FTE as of March 1st each year.

- (d) The Flexible Health Benefit Spending Account may be utilized by Employees for the purpose of receiving reimbursement for Health and Dental expenses that are eligible Medical expenses in accordance under the *Income Tax Act* and are covered by the Group Benefit Plan.
- (e) Where the Employer chooses to contract with an Insurer for the administration of the Flexible Health Benefits Spending Account, the administration of the Account shall be subject to and governed by the Terms and Conditions of the applicable contract.
- (f) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.
- (g) A Regular Employee whose employment has terminated shall have one (1) month from the date of termination to submit a claim for eligible expenditures. For the purpose of this Clause, eligible expenditures must have been incurred prior to termination.
- (h) Any unused allocation in an Employee's Flexible Health Benefit Spending Account as of March 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

ARTICLE 18 - NAMED HOLIDAYS

18.01 The following are the Named Holidays with pay:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

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

18.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.

18.03 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 point five times (1.5X) the basic rate of pay and at two times (2X) the basic rate of pay for the Named Holidays of Christmas and New Years Day, plus:

- (a) payment for such day at the basic rate of pay; or
 - (b) an alternate day off at a time scheduled by mutual agreement within six (6) months of the named holiday; or
 - (c) by mutual agreement, a day added to her next annual vacation.
- 18.04 When a Named holiday falls on a day that would otherwise be a Regular Full-Time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 18.03 above.
- 18.05 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, or the alternate day off shall be dealt with as per Clause 18.03 above.
- 18.06 (a) A Regular Part-Time Employee and Temporary Employee required to work on a Named Holiday shall be paid at one point five time (1.5X) their basic rate of pay for all hours worked and at two times (2X) the basic rate of pay for the Named Holidays of Christmas and New Years Day.
- (b) Each pay period, Regular Part-time Employees shall be paid five (5%) percent of their regular earnings paid at the basic rate of pay, in lieu of Named Holidays.
- 18.07 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu there of when the Employee is:
- (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid Leave of Absence;
 - (d) on other Leaves of Absence in excess of thirty (30) days;
 - (e) receiving paid Sick Leave, Employment Insurance or Long Term Disability Benefits.

ARTICLE 19 - ANNUAL VACATION

- 19.01 Definition:
For the purpose of this Article:
- (a) "Vacation" means annual vacation with pay.
- 19.02 Vacation entitlement for Employees: During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay as follows:
- (a) during the first (1st) to third (3rd) years of such employment, an Employee earns a vacation entitlement of four percent (4%);
 - (b) during the fourth (4th) to ninth (9th) years of employment, an Employee earns a vacation entitlement of six percent (6%);

- (c) during the tenth (10th) to twenty fourth (24th) years of employment, an Employee earns a vacation entitlement of eight percent (8%);
- (d) during the twenty fifth (25th) and subsequent years of employment, an Employee earns a vacation entitlement of twelve percent (12%).

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

$$\text{Hours worked at basic rate of pay} \times \text{The applicable \% as outlined above} = \text{Number of hours paid vacation time to be taken}$$

- (b) For the purpose of Clause 19.03, hours worked shall include hours worked and paid at the basic rate of pay and sick leave with pay.

19.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) on unpaid absence during which the Employee is in receipt of EI or the Long Term Disability Insurance Plan or WCB; and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

19.05 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at their basic rate of pay for all vacation earned.

19.06 Time of Vacation

- (a) All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner by February 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, approval shall be granted in order of seniority by April 30th of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. A vacation period may be divided by mutual agreement between the Employee and the Employer. For the purposes of this Agreement the annual vacation year is from July 1 to June 30th.
- (b) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of request.
- (c) After March 15th, vacation approval will be given on a first come first serve basis.
- (d) Employees may request vacation by single days, or any combination of periods of time for vacation.

19.07 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

- 19.08 An Employee called back by the Employer to work during their vacation will receive two times (2X) their basic rate of pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.
- 19.09 An Employee may carry forward vacation if mutually agreed to between the Employee and the Employer.
- 19.10 A request may be made in writing to the Employer to utilize vacation credits accrued prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer, and not exceed the number of vacation days accrued to the date of the request.
- 19.11 Employees shall not request vacation pay in lieu of time off except in exceptional circumstances and not more than once per calendar year.

ARTICLE 20 - SICK LEAVE

- 20.01 (a) Sick Leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Worker's Compensation Act* or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered Sick Leave.
- 20.02 After a Regular Employee has completed their probationary period, the Employee shall be allowed credit for Sick Leave from the date of employment at the rate of one and one half (1 1/2) working days or eleven point six two five (11.625) hours, for each full month of employment up to a maximum credit of one hundred and twenty (120) working days or nine hundred and thirty (930) hours. In the case of a Regular Part-Time Employee, they will receive a credit for Sick Leave computed from the date the Employee's continuous service commenced at a rate of one and one half (1 1/2) working days, or eleven point six two five (11.625) hours for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Regular Full-Time Employee up to a maximum of one hundred and twenty (120) working days or nine hundred and thirty (930) hours, provided however, that an Employee shall not be entitled to apply Sick Leave credits prior to the completion of their Probationary Period in Article 8.
- 20.03 An Employee granted Sick Leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and number of hours thus paid shall be deducted from the Employee's accumulated Sick Leave credits up to the total accumulated credits at the time the Sick Leave commenced.
- 20.04 (a) Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine.
- (b) Physician's reasonable and customary expenses for satisfactory proof required by the Employer shall be reimbursed by the Employer.

- 20.05 When an Employee has accrued the maximum Sick Leave credit of one hundred and twenty (120) working days or nine hundred and thirty (930) hours they shall no longer accrue Sick Leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating Sick Leave credits.
- 20.06 Sick while on vacation
Should a Regular Employee be admitted to a hospital during the course of their vacation, for one (1) day or more, the Employee shall be considered as being on Sick Leave for the period of hospitalization. Vacation time not taken as a result of such a stay in hospital shall be rescheduled to a mutually agreeable time.
- 20.07 Upon the written request of an Employee, but not more frequently than once a year, the Employer shall advise an Employee in writing of the Employee's accrued Sick Leave credits.
- 20.08 For the purpose of computing Sick Leave accumulation, the following shall be counted as working days:
(a) days on which the Employee is on vacation;
(b) days on which the Employee is absent from work while on official Union business;
(c) days of work.
- 20.09 An Employee who has exhausted their Sick Leave credits during the course of an illness, and the illness continues, shall be deemed to be on Leave of Absence without pay or benefits except for LTD, for the duration of the illness or as provided in Clause 20.10, whichever first occurs.
The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with twenty eight (28) days written notice, or such shorter period acceptable to the Employer, of readiness to return to work.
- 20.10 The employment of an Employee may be terminated by the Employer after being on LTD for twenty four (24) months.
- 20.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the provisions of the Agreement.
- 20.12 Hours worked as a Casual Employee shall not be utilized in the calculation of Sick Leave credits upon achieving a position as a Regular Employee.

ARTICLE 21 - WORKERS' COMPENSATION

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for Employees.
- 21.02 (a) Employees will be eligible to apply for Sick Leave benefits in accordance with Article 20 during the period of time they are waiting for receipt of their claim from WCB. Sick Leave benefits will be payable provided:

- (i) the Employee has Sick Leave credits available; and
- (ii) the Employee meets the eligibility requirements for Sick Leave; and
- (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for Sick Leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's Sick Leave credits to the appropriate level. After money for Sick Leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Worker's Compensation Board.

21.03 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 Worker's Compensation.

21.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of the Employee's former position, shall provide the Employer with twenty eight (28) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than twenty-eight (28) calendar days where agreeable between the Employer, the Union and the Employee.

ARTICLE 22 - LEAVE OF ABSENCES

General Conditions

22.01 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 the Employer, the granting of Leaves of Absence is subject to the approval of the Employer. Approval shall not be unreasonably denied. 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.

Leaves of Absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of applicable benefits specified in Article 17; Benefits, provided that the Employee makes prior arrangements to pay full premium costs. In the event of failure to remit the full payment required above, applicable benefits will be terminated and reinstatement in any and all benefits shall be subject to the enrolment and other requirements of the Insurer.

- (a) 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 (EI) or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness. Employee must submit satisfactory medical proof to the Employer.
- (b) An Employee who has been granted Leave of Absence and overstays the leave without permission of the Employer shall automatically terminate their position, except in cases of extenuating circumstances acceptable to the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of Leave of Absence without pay.
- (d) Employees granted Leave of Absence shall be required to use up accumulated vacation entitlement prior to returning to duty.

22.02

Leave for Union Business

- (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. Such Leaves will only be granted when Employer can ensure operational needs can be met. The request of such a leave is to be requested at least twenty-eight (28) calendar days in advance.
- (b) The Employer shall not unreasonably withhold Leaves of Absence, without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or attend meetings as a member of the Union's Provincial Executive Board. Leaves will be looked at to ensure that operational needs are met. The request of such a leave is to be requested at least fourteen (14) calendar days in advance.
- (c) When leave to attend Union business in accordance with Sub Clause 22.02 (a), (b) has been approved, it can be granted with pay. The Union shall reimburse the Employer for all monies paid to the Employee while on leave, plus an amount to cover the Employee's benefits and the Employer's administrative cost.
- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted Leave of Absence without pay and without loss of seniority for a maximum period of one (1) year. If it is permissible (approved by the Insurer) under the RRSP 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) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to prepare and participate in negotiations with the Employer. When requesting such leave, the Union shall provide the Employer seven (7) days notice in writing. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits and the Employer's administrative costs.
- (f) An Employee, who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted Leave of Absence without pay and without loss of seniority, for a period of one (1) year. The leave granted for such purposes may be renewed a maximum of one (1) time.

22.03

Maternity Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon her written request, providing at least six (6) weeks advance notice, be granted Maternity Leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the sixteen (16) week period immediately preceding the expected date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence Maternity Leave forthwith. Such leave shall be without pay and benefits, except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave, or disability benefits. Maternity Leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) An Employee requesting an extension of Maternity Leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension.
- (c) An Employee on Maternity Leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the Salary Appendix and other benefits that accrue to the Employee up to the date they commenced leave.

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

22.04

Parental/ Adoption Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall upon written request, giving six (6) weeks notice before making application for Parental/Adoption Leave, be granted leave without pay for up to sixty-two (62) weeks.
- (b) Where the Employee is unable to comply with (a), the Employee may commence Adoption Leave upon one (1) day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee granted Parental/ Adoption Leave shall provide the Employer with twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the Salary Appendix and other benefits that accrue to the Employee up to the date she commenced leave.
- (d) In the event that during the period of an Employee's Parental/ Adoption Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's Parental/ Adoption Leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force, shall be in compliance with the Layoff and Recall Article.

22.05

Court Leave

- (a) A Regular Employee required by law to appear in a court of law for jury selection, as a member of a jury, or as a witness in matters arising out of their employment with the Employer, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if they had been working, at the Employee's basic rate of pay. The Employee will report to work during those hours that they are not required to attend court.

- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in 22.05(a) above, they shall be granted a Leave of Absence without pay.

22.06

Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable Leave of Absence in the event of a death of a member of the Employee's immediate family. Immediate family for Bereavement Leave purposes shall include spouse, child, parent, brother/ in law, sister/ in law, mother in law, father in law, son in law, daughter in law, grandparent/child, Guardian, fiancé, step parent, step children, step brother/ sister, aunt, uncle, niece or nephew. Spouse shall include common-law and/ or same sex relationship. An Employee shall be entitled to receive four (4) paid Bereavement Leave days for regularly scheduled shifts lost during the period of mourning, which commences on either:

- (i) day of death; or
- (ii) the day the Employee receives notification of the death.

In either case, the Employee shall notify the Employer of the request for time off work prior to the next scheduled shift.

For the purpose of this Article the period of mourning is seven (7) calendar days.

The Employer may extend Bereavement Leave by up to two (2) additional days in extenuating circumstances.

The Employer may extend Bereavement Leave by up to two (2) additional days with or without pay in extenuating circumstances.

- (b) In the event of a death of another relative or close friend, the Employer may grant one (1) day Leave of Absence, without pay to attend funeral services.
- (c) The Employer has the right to request proof.

22.07

Special Leave

- (a) If an Employee is unable to report to work as the result of illness of mother, father, spouse including fiancé(e) or child requiring the Employee's personal attention or any pressing necessity, the Employee shall inform the Employer of such with as much advance notice as possible.
- (b) Such absence from work shall be without loss of pay and shall not exceed four (4) working days or thirty-two (32) hours whichever comes first with pay per calendar year. The first two (2) working days (up sixteen (16) hours) of special leave shall be paid by the Employer.

The Employee shall use either a vacation day with pay, a banked day with pay in lieu of a Named Holiday or banked overtime with pay or when all banks empty, Sick Leave with pay for the third (3rd) and fourth (4th) special leave absences.

- (c) An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Special Leave.
- (d) Unused special leave does not carry forward from calendar year to calendar year.
- (e) At the request of the Employee and subject to operational requirements Special Leave may be taken in hourly increments.
- (f) Special Leave will be prorated for Part Time Employees.

22.08

Military Leave

An Employee who is required by Canadian military authorities to attend training or perform military services shall be granted leave without pay. Proof of training or service may be required by the Employer.

22.09

Caregiver Leaves

- (a) Compassionate / Terminal Care Leave
 - (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits, premiums fully paid by the Employee, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
 - (ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*.
 - (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
 - (iv) Notwithstanding Article 30.01, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

- (b) **Critical Illness of a Child Leave**
- (i) An Employee who has completed at least ninety (90) days employment, with a critically ill or injured child requiring care or support, shall be entitled to leave of absence without pay or benefits, for a period of up to thirty six (36) weeks to care for their critically ill child.
 - (ii) Critically ill child means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* and the *Employment Standards Code Regulations*.
 - (iii) At the request of the Employee, critical illness of a child leave may be taken in one (1) week increments.
 - (iv) Notwithstanding Article 30.01, an Employee shall apply for critical illness of a child leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness of a child leave.

22.10

Domestic Leave

- (a) an employees who requires time off for Domestic and/or Sexual Violence Leave shall be granted up to 10 days off without pay for one 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 or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

ARTICLE 23 – REGISTERED RETIREMENT SAVINGS PLAN

- 23.01 (a) The Employer agrees to provide a group Registered Retirement Savings Plan to eligible Employees of Villa Marguerite and Sprucewood Place in accordance with Villa Marguerite and Sprucewood Place Registered Retirement Saving Plan Policy. The group Registered Retirement Savings Plan shall be open to all Full Time and Part Time Employees, subject to the terms and enrolment requirements of the Villa Marguerite and Sprucewood Place Registered Retirement Plan Policy.
- (b) The Employer shall make available to all eligible Employees' copies of the Group Registered Retirement Savings Plan pamphlets.
- (c) Employees who wish to participate will contribute up to three percent (3.0%) per hour worked. The Employer will make matching contributions on a dollar for dollar basis up to a maximum of three percent (3.0%) of earnings.

ARTICLE 24 - REGULAR PART-TIME EMPLOYEES

- 24.01 All provisions of this Collective Agreement shall apply to Regular Part-Time Employees, except as modified in this Article.
- 24.02 (a) Regular Part-Time Employees may work additional shifts and extended hours of work shifts up to forty (40) hours per week.
- (b) Regular Part-Time Employees who wish to be considered for additional shifts shall provide the Employer with availability sheets by the first (1st) day of the preceding month subject to Article 11.
- (c) The Employer shall fill the additional shifts utilizing the information from the availability sheets subject to Article 11.
- (d) It is understood that the Employees who are scheduled eighty (80.00) hours in a two (2) week period are not eligible for additional hours and further that this Article is not intended to have additional hours offered in such manner as to create overtime, except in cases of emergency.
- 24.03 Part-Time Employees are not eligible for overtime until they have worked more than eight (8.00) hours or twelve (12) hours in a day for those who are working an extended workday schedule, exclusive of meal periods.
- 24.04 Part-Time Employees shall be compensated after eighty (80.00) hours in a two (2) week shift cycle, at the applicable overtime rate as per Clause 12.03; Overtime.

ARTICLE 25 - TEMPORARY EMPLOYEES

- 25.01 All Articles of this Collective Agreement shall apply except as specifically modified herein, in which case the modification shall supersede the Article.
- 25.02 The provisions of the following Articles shall not apply to Temporary Employees:

Article 17 - Benefits

Article 20 - Sick Leave

Article 22 - Leaves of Absence (except Court Appearance, or Bereavement or, Compassionate Care).

Article 23 - RRSP

Article 27 - Layoff/Recall/Severance

- 25.03 (a) A Temporary Employee shall not have the right to grieve the termination of her employment.
- (b) The Employer shall provide at least seven (7) calendar days written notice of termination of a Temporary position.
- 25.04 Temporary Employees who wish to be considered for additional shifts shall provide the Employer with availability sheets by the first (1st) day of the preceding month.
- 25.05 The Employer shall fill the additional shifts utilizing the information from the availability sheets.
- 25.06 It is understood that the Employees who are scheduled eighty (80.00) hours in a two (2) week period are not eligible for additional hours and further that this Article is not intended to have additional hours offered in such manner as to create overtime, except in cases of emergency.
- 25.07 When an Employee is assigned a Temporary rotation replacing a Full-Time or Part-Time Employee who is on approved Leave of Absences for a period in excess of three (3) months or 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, she shall receive all benefits and entitlements of the assigned position.

ARTICLE 26 - CASUAL EMPLOYEES

- 26.01 All provisions of this Collective Agreement shall not apply to Casual Employees, except as provided by this Article.
- 26.02 **Hours of Work**
- (a) Hours of Work for a Casual Employee shall be governed by the shift length of the person they is replacing.
- (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except where by mutual agreement.
- 26.03 **Overtime** – Clause 12.01 and 12.02 will be applicable.
- 26.04 (a) Casual Employee Hours of Work shall be in accordance with Sub Clause 2.07(b); Definitions.

- (b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the Day Shift.
- 26.05 Casual Employees shall communicate their availability by providing to the Employer their availability sheets by the first (1st) day of the preceding month. If their availability changes, the Employee must notify the Employer in writing.
- 26.06 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as Vacation Pay.
- 26.07 Subject to the criteria established in Article 10; Appointments, Transfers and Promotions, of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the Bargaining Unit shall be given consideration prior to external applicants.
- 26.08 Named Holidays
 - (a) Each pay period, Casual Employees shall be paid five percent (5%) of their regular earnings paid at the basic rate of pay, in lieu of Named Holidays.
 - (b) A Casual Employee required to work on a Named Holiday as Article 18 Named Holidays shall be paid at one point five times (1.5X) their basic rate of pay for all hours worked and at two times (2.0 X) the basic rate of pay for the named holidays of Christmas Day and New Year's Day up to eight (8) hours.
- 26.09 Casual Employees do not accrue seniority.
- 26.10 The Layoff and Recall provisions do not apply to Casual Employees.
- 26.11 Probationary and Trial Period
Casual Employees shall be covered by Article 8; Probationary and Trial Period.

Article 27 – LAYOFF/ RECALL/ SEVERANCE

- 27.01 It is the exclusive right of the Employer to:
 - (a) establish, and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place of the facility;
 - (b) and assign to other classifications any, or all, of the duties normally performed by classifications of this Bargaining Unit when Employees from within this Bargaining Unit are not available.
- 27.02 The Employer may place a Regular Employee on temporary layoff in accordance with the provisions of this Article.

In the case of a temporary layoff for a Regular Employee in a classification, the Employee with the latest date of hire will be laid off first subject to those remaining having the skill, ability and physical fitness to perform the work required.

- 27.03 Regular Employees and the Union will be given fourteen (14) days notice of layoff except in circumstances beyond the reasonable control of the Employer.
- 27.04 (a) An Employee may be recalled only to the position from which the Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification at a location and work unit, as determined by the Employer, recall shall be on the basis of the seniority of such Employees, provided the Employee recalled is qualified and able to perform the work that is available.
- (b) The method of recall shall be by registered mail.
- 27.05 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) When the Employee resigns or employment is properly terminated; or
- (b) When the Employee does not return to work from layoff when notified to do so, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
- (c) Upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.
- 27.06 At the option of the Employer, and subject to advance approval by the insurer and continued payment of premiums, if employment terminates because of layoff, all benefits except Long Term Disability may be continued, but not beyond the end of the policy month following the month in which the absence commenced unless prior approval is secured. If the Employee elects to maintain coverage, she shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer (prepayment schedule). If the Employee does not continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under the plans.
- 27.07 Other than for continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of one hundred and eighty (180) days from the date of layoff, whichever occurs first.
- 27.08 Severance will be offered as a result of Technological Change or contracting out, that result in the permanent reduction in the number of Regular Employees in the Bargaining Unit. Notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

Length of Service	Amount of Notice or Pay in Lieu
Between three (3) months & four (4) years	Two (2) weeks notice or pay in lieu
Between four (4) years & six (6) years	Four (4) weeks notice or pay in lieu
Between six (6) years & eight (8) years	Five (5) weeks notice or pay in lieu
Between eight (8) & ten (10) years	Six (6) weeks notice or pay in lieu
Between ten (10) years & twenty (20) years	Ten (10) weeks notice or pay in lieu
Greater than twenty (20) years	Twenty (20) weeks notice or pay in lieu

Article 28 - DISCIPLINE AND DISMISSAL

- 28.01 In the event an Employee is given a written warning for just cause, it shall be within ten (10) working 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 file.
- 28.02 In the event an Employee is suspended or dismissed for just cause, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within ten (10) working days of the action being taken. The action of suspension or dismissal shall be within ten (10) working 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.
- 28.03 Upon the written request at least two (2) working days in advance of an Employee and by appointment, the Employer agrees that access to an Employee's personnel file shall be provided to the Employee, once in every year.
Upon request, an Employee shall be provided with copies of requested documents from the file, upon payment of reasonable photocopying charges.
- 28.04 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. At such discussion or investigation, an Employee shall be accompanied by a Union Steward or Union Representative at the request of the Employee.
In the absence of a Union Steward, the Union will provide representation for an Employee within twenty-four (24) hours, exclusive of weekends and named holidays, of the notice to the Employee requiring union representation.
- 28.05 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 the Employee's disciplinary documents be stale dated (meaning the Employer will not rely upon any documents for future actions) 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.
- 28.06 In the event an Employee is reported to their licensing body by the Employer or a complaint is filed under the *Protection of Persons in Care Act*, the Employee shall be so advised, and a written copy shall be forwarded to the Union.

- 28.07 An Employee absent for two (2) consecutive scheduled 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.
- 28.08 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.
- 28.09 The Employee shall sign all notices of discipline, for the sole purpose of indicating the Employee is aware of the discipline. It is deemed notification when the Employee refuses to sign.
- 28.10 When disciplinary action is taken against an Employee, that Employee and the Union shall be informed in writing as to the reason(s) for such action.

ARTICLE 29 - OCCUPATIONAL HEALTH & SAFETY COMMITTEE

- 29.01 The Occupational Health and Safety Committee will be established to consider matters of Occupational Health and Safety.
- 29.02 The Occupational Health and Safety Committee shall be composed of representatives of the Employer and bargaining unit members and may include representatives of other Employee groups. The Committee will be comprised of equal representation of bargaining unit members and Management according to the terms of reference. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid her basic rate of pay for attendance at these committee meetings.
- 29.03 The Committee shall meet at least quarterly (1/4) or by mutual agreement.
- 29.04 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.

ARTICLE 30 – GRIEVANCE PROCEDURE

- 30.01 Dispute Between the Parties
- (a) A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. The Employer or the Union may submit a grievance.
- (b) 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.

30.02

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 Site Leader or 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.

30.03

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 18.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

30.04

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

30.05

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

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 Immediate Supervisor 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 Department Director/ Manager 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 Director 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 Department Director/ Manager or designate, submit the grievance in writing to the Site Leader 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.

30.06 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.

The mediator shall investigate the dispute, define the issues in the dispute and make written recommendations to resolve the dispute.

Each of the Parties to this Collective Agreement shall equally bear the expenses of the mediator.

30.07 Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, or when Mediation has been used, within ten (10) days from the date the Mediator books out, 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:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) 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.

In reaching its decisions, the Arbitration Board or single Arbitrator shall be governed by the terms of this Collective Agreement and shall not be vested to alter, amend, or change the terms of this Collective Agreement.

If the Arbitration Board or single Arbitrator determines that the Employer did not have just cause to terminate or otherwise discipline an Employee for whatever reason, it may nonetheless, substitute some other penalty that is just and reasonable in the circumstances.

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.

30.08

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 31- EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE (EMAC)

31.01

- (a) An Employee-Management Advisory Committee (EMAC) shall be established. The desired functions of the EMAC are to examine and make recommendation regarding the concerns of Employees relative to resident care including staffing issues, professional responsibility issues and other matters related to employment, not covered within the Collective Agreement.
- (b) The local 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) An Employee shall be paid at their basic rate of pay for attendance at EMAC meetings.
- (d) EMAC meetings will be scheduled quarterly and may be cancelled in writing by mutual agreement only. The Chairperson (Management) and Vice-Chairperson (bargaining unit member) will set the agenda. Meetings will not be held if there are no valid agenda items to review.

ARTICLE 32 - ADDITIONAL PAY

32.01 **In Charge Pay**

An hourly premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to a Licensed Practical Nurse (LPN) on Evenings or Night shift from Monday to Sunday, where the Employer designates an Employee to be responsible for the building:

32.02 At no time shall a responsibility premium be included with Employee's basic rate of pay for purposes of computing Overtime payments, other Premium payments, or any Employee Benefits.

32.03 **Temporary Assignment Pay**

When the Employer designates in writing an Employee to assume the duties of a higher paid classification and such assignment is for one hour or longer, the Employee shall be paid, in addition to their Basic Rate of Pay, one dollar and twenty five cents (\$1.25) per hour for the full period of time the Employee is assuming such additional duties.

ARTICLE 33 - PROFESSIONAL FEES

33.01 A Licensed Practical Nurse who is a Regular Employee and has accumulated a minimum of eight hundred and nine (809) hours actually worked in the last calendar year and has active registration with the College of the Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive up to three hundred and fifty dollars (\$350.00) reimbursement for her CLPNA registration fees, less fees received from other Employers for reimbursement of CLPNA registration fees. Reimbursement will be provided by the Employer upon submission by the Employee of a certified true copy of the receipt issued by the CLPNA.

33.02 Reimbursement for Employees who are less than FTE 1.0 will be on a prorated basis.

ARTICLE 34 - PRECEPTOR PAY

34.01 (a) "Preceptor" shall mean an Employee who is assigned by the Employer to supervise, educate and evaluate students in the Licensed Practical Nurse (LPN) program or other eligible program(s) to provide clinical preceptorship.

(b) A Licensed Practical Nurse (LPN) assigned by the Employer to act as a "Preceptor" for students in the Licensed Practical Nurse (LPN) program, recognized by the College and Association of Practical Nurses of Alberta, shall receive an additional sixty-five cents (65¢) per hour for the full shift.

ARTICLE 35 - UNIFORMS AND PROTECTIVE APPAREL

- 35.01 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*. If the Employer requires Employees to wear special apparel, protective apparel and equipment, the Employer shall supply and maintain (launder, alter and repair) special and protective items at no cost to the Employees.
- 35.02 Employees shall furnish, supply and maintain their own everyday work apparel.
- 35.03 Where, in the opinion of the Employer, protective and safety footwear are required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once every two (2) years, to a limit of one hundred and fifty dollars (\$150) upon submission of proof of purchase.

ARTICLE 36 - TRANSPORTATION ALLOWANCE

- 36.01 When an Employee is required under their assigned duties to use their personal vehicle to conduct authorized company business she shall be reimbursed at the rate set under Employer Policy for all kilometers driven.

VEHICLE ALLOWANCE

- 36.02 (a) Regular Employees required by the Employer to have an automobile for use in their employment shall receive seven dollars (\$7.00) per month for business use insurance, on account of that requirement.
- (b) Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.
- 36.03 An Employee required to travel from one facility/ site to another facility/ site for work purposes like working at two different sites/ facilities to complete a shift or overtime shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses including kilometer reimbursement in accordance with the above rate.

ARTICLE 37 - LOCKERS

- 37.01 The Employer recognizes that it is desirable for each Employee to be provided a personal locker for storage of clothing and personal belongings for the duration of each shift.

ARTICLE 38 - HANDLING CASH

- 38.01 An authorized Employee handling cash shall not be required to reimburse the Employer for shortages, except for shortages where the authorized Employee is the only person who had access to the cash at the time of the shortage.

38.02

Authorized Employees will be required to audit and confirm the transfer of cash to the next authorized Employee. All Employees are required to comply with the Employer Policy and Procedures concerning handling cash.

SALARY APPENDIX - AUXILIARY NURSING EMPLOYEES

Classification		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Health Care Aide (HCA) Certified Recreation Therapy Assistant (RTA) Certified	Current	\$20.22	\$21.27	\$21.97	\$22.62	\$23.37	\$23.88	\$24.58	\$25.33
	01-Apr-18	\$20.52	\$21.59	\$22.30	\$22.96	\$23.72	\$24.23	\$24.95	\$25.71
	01-Apr-19	\$20.94	\$22.02	\$22.75	\$23.42	\$24.19	\$24.72	\$25.45	\$26.22
Licensed Practical Nurse (LPN)	Current	\$26.85	\$28.02	\$29.13	\$30.26	\$31.40	\$32.49	\$33.81	\$35.15
	01-Apr-18	\$27.25	\$28.44	\$29.56	\$30.72	\$31.87	\$32.98	\$34.31	\$35.68
	01-Apr-19	\$27.80	\$29.01	\$30.15	\$31.33	\$32.51	\$33.64	\$35.00	\$36.39

SALARY APPENDIX - GENERAL SUPPORT SERVICES EMPLOYEES

Classification		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Office Assistant	Current	\$18.00	\$18.54	\$19.10	\$19.63	\$20.16	
	01-Apr-18	\$18.27	\$18.82	\$19.39	\$19.92	\$20.46	
	01-Apr-19	\$18.64	\$19.19	\$19.77	\$20.32	\$20.87	
Operations Assistant	Current	\$19.63	\$20.16	\$20.71	\$21.25	\$21.77	
	01-Apr-18	\$19.93	\$20.46	\$21.02	\$21.57	\$22.10	
	01-Apr-19	\$20.32	\$20.87	\$21.44	\$22.00	\$22.54	
Environmental Attendant	Current	\$15.60	\$16.14	\$16.69	\$17.22	\$17.77	
	01-Apr-18	\$15.84	\$16.38	\$16.94	\$17.48	\$18.03	
	01-Apr-19	\$16.15	\$16.71	\$17.28	\$17.83	\$18.39	
Environmental Floor Attendant **Environmental Team Leader, add one dollar (\$1.00)	Current	\$18.01	\$18.54	\$19.10	\$19.63	\$20.16	
	01-Apr-18	\$18.28	\$18.82	\$19.39	\$19.93	\$20.46	
	01-Apr-19	\$18.64	\$19.20	\$19.78	\$20.32	\$20.87	
Laundry Attendant	Current	\$15.60	\$16.14	\$16.69	\$17.22	\$17.77	
	01-Apr-18	\$15.84	\$16.38	\$16.94	\$17.48	\$18.03	
	01-Apr-19	\$16.15	\$16.71	\$17.28	\$17.83	\$18.39	
Cook 1 With Journeyman papers, add one dollar (\$1.00) *Kitchen Team Leader, add one dollar (\$1.00)	Current	\$20.85	\$21.38	\$21.93	\$22.47		
	01-Apr-18	\$21.17	\$21.70	\$22.26	\$22.81		
	01-Apr-19	\$21.59	\$22.14	\$22.70	\$23.26		

Classification		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Cook 2	Current	\$18.91	\$19.44	\$19.98	\$20.52		
	01-Apr-18	\$19.19	\$19.74	\$20.28	\$20.83		
	01-Apr-19	\$19.57	\$20.13	\$20.69	\$21.25		
Food Services Team Leader GV	Current	\$19.25	\$19.78	\$20.32			
	01-Apr-18	\$19.54	\$20.07	\$20.63			
	01-Apr-19	\$19.93	\$20.47	\$21.04			
Food Services Attendant	Current	\$14.67	\$15.22	\$15.76	\$16.31	\$16.84	\$17.37
	01-Apr-18	\$14.89	\$15.45	\$16.00	\$16.55	\$17.09	\$17.63
	01-Apr-19	\$15.19	\$15.76	\$16.32	\$16.88	\$17.43	\$17.99
Care Services Administration Assistant / Site Administration Clerk	Current	\$18.31	\$18.84	\$19.38	\$19.92	\$20.47	
	01-Apr-18	\$18.58	\$19.13	\$19.67	\$20.22	\$20.78	
	01-Apr-19	\$18.95	\$19.51	\$20.07	\$20.62	\$21.19	
Maintenance 1 – Journeyman Ticket	Current	\$32.53	\$33.83	\$35.17	\$36.59		
	01-Apr-18	\$33.02	\$34.33	\$35.70	\$37.14		
	01-Apr-19	\$33.68	\$35.02	\$36.41	\$37.88		
Maintenance 2	Current	\$25.43	\$25.98	\$26.51	\$27.10		
	01-Apr-18	\$25.81	\$26.37	\$26.90	\$27.50		
	01-Apr-19	\$26.33	\$26.90	\$27.44	\$28.05		
Recreation Assistant Not Certified	Current	\$18.42	\$18.96	\$19.51	\$20.05	\$20.58	
	01-Apr-18	\$18.70	\$19.24	\$19.80	\$20.35	\$20.89	
	01-Apr-19	\$19.07	\$19.63	\$20.20	\$20.75	\$21.31	
Beautician Assistant	Current	\$15.86	\$16.40	\$16.95			
	01-Apr-18	\$16.10	\$16.65	\$17.20			
	01-Apr-19	\$16.42	\$16.98	\$17.55			
Beautician Team Leader	Current	\$20.70	\$21.24	\$21.76			
	01-Apr-18	\$21.01	\$21.55	\$22.09			
	01-Apr-19	\$21.43	\$21.99	\$22.53			

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

Signed this 7th day of January, 2019.

ON BEHALF OF SPRUCEWOOD PLACE
HOUSING COMMUNITY & VILLA
MARGUERITE COMMUNITY PARTNERSHIP





WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES





WITNESS

Letter of Understanding
Between
Sprucewood Place Housing Community Partnership
Villa Marguerite Senior's Community Partnership
and
Alberta Union of Provincial Employees

Re: Legal Indemnification

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

In accordance with the certificate of insurance, the Employer shall provide legal representation for matters arising out of the performance of an Employee's assigned duties.

This Letter of Understanding shall be in full force and effect during the term of the collective agreement.



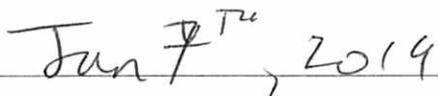
On behalf of the Employer



Date



On behalf of the Union



Date

**Letter of Understanding
Between
Sprucewood Place Housing Community Partnership
Villa Marguerite Senior's Community Partnership
and
Alberta Union of Provincial Employees**

Re: Bargaining Unit Exclusions

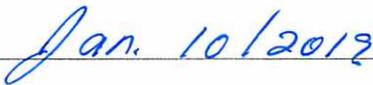
The parties agree that the following positions are excluded from the bargaining unit:

- Persons who perform managerial duties including the following classifications:
 - Chairperson of the Board
 - Chief Executive Officer [CEO]
 - Chief Operating Officer [COO]
 - Chief Financial Officer [CFO]
 - Directors
 - Resident Care Managers
 - Department Managers

- Persons who perform duties in a confidential capacity regarding labour relations, including the following classifications:
 - Executive Assistant to the COO
 - Assistant to the CEO
 - Financial Accountant



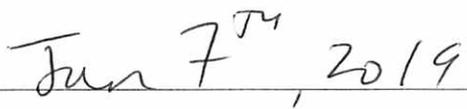
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING

BETWEEN:

**Sprucewood Place Housing Community Partnership
Villa Marguerite Senior's Community Partnership
(hereinafter referred to as the Employer)**

-and-

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter referred to as the Union)**

Re: Student Summer Employment

Whereas the Parties recognize the value of work experience to students during the period between May 1 and September 1, inclusive, and wish to continue the Employer's practice of making student summer employment opportunities available during this time. Students shall not displace Employees in the bargaining unit, and the parties shall agree upon the application of the following each calendar year.

The Parties agree to the following:

1. Effective on the date of ratification;
2. A "student" shall be defined as a student enrolled in a secondary or post-secondary educational program, who is returning to school in the fall.
3. The Employer may hire Students for the traditional secondary or post-secondary educational institution summer break of April 30 to August 31, inclusive, during each year (Summer Break).
4. Students hired for part or all of a Summer Break shall be employed according to a recognized federal and/ or provincial student summer employment subsidization program (For example, Alberta Summer Temporary Employment Program (STEP) or Canada Summer Career Placements).
5. A "student" shall be included in the bargaining unit and shall be considered a casual employee under the collective agreement and shall be subject to the applicable provisions of the collective agreement.
6. The Union will be supplied annually by June 1, with a list of all Student employees, classification and work location employed under the terms of this Letter of Understanding.
7. The parties agree that STEP employees, performing work with casual status shall be recruited and paid in accordance with this letter of agreement.

TERMS OF REVERSION

- 8. The parties agree to the following terms amending Article 23 and revising the Salary Schedule A to apply as the following:

Rates of pay- \$15.40/hour (fifteen dollars and forty cents per hour)

- 9. This Letter of Understanding expires on March 31, 2018, or the date of ratification of the next Collective Agreement, whichever is later.

[Handwritten signature]

On behalf of the Employer

Jan. 10/2018

Date

[Handwritten signature]

On behalf of the Union

Jan 7TH, 2019

Date

Letter of Understanding
Between
Sprucewood Place Housing Community Partnership
Villa Marguerite Senior's Community Partnership
and
Alberta Union of Provincial Employees

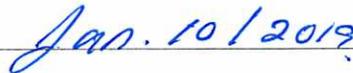
REGISTERED RETIREMENT SAVINGS PLAN

The Parties agree that existing Employees contributing more than 3% of their current RRSP usage up to 5.5% will be grandfathered as of January 17, 2017. In other words if an existing Employee is currently contributing 4% to their RRSP then the Employer matching contributions level is grandfathered for that individual.

Employees hired after January 17, 2017 will have a maximum Employer contribution level of 3.0%



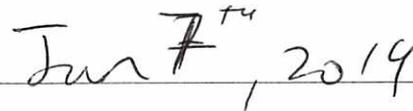
On behalf of the Employer



Date



On behalf of the Union



Date