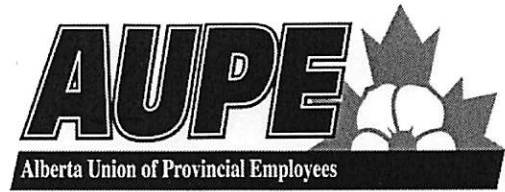




POINTS WEST
— LIVING —



Collective Agreement

Between

Points West Living Heritage House Inc.

And

Alberta Union of Provincial Employees

Local 047 Chapter 040

Expires: March 31, 2022

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ARTICLE 1

PREAMBLE

- 1.01 Where it is the desire of both parties to this Agreement:
- (a) to encourage efficiency in operation;
 - (b) to establish and maintain harmonious relations and settled conditions of employment between the Employer and the Union;
 - (c) to provide for a prompt and orderly method of settling complaints which may arise under this Agreement.
- 1.02 It is the desire of both parties to provide a high standard of care for Residents to meet their physical, emotional and spiritual needs in a safe comfortable environment, treating the Residents and their family members with the respect and dignity they deserve.

ARTICLE 2

TERM OF AGREEMENT

- 2.01 This collective agreement shall be in force and effect from April 1, 2019 to March 31, 2022, 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.
- 2.02 Where notice to commence collective bargaining is served under Clause 2.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the *Labour Relations Code*.
- 2.03 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- In the case of the Employer to:
- Vice-President, Human Resources
Points West Living Heritage House Inc.
503, 10158 – 103 Street
Edmonton, AB T5J 1K3
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 – 170 Street NW
Edmonton, AB T5P 4S7

ARTICLE 3

DEFINITIONS

- 3.01 The word "Employee" or "Employees" as used in this Agreement shall mean the Employees referred to in this Agreement who are within the bargaining unit for who the Union is recognized pursuant to Certificate Number 154-2015, issued in accordance with the *Alberta Labour Relations Code*.
- 3.02 "Regular Full-time Employee" is one who is regularly scheduled to work seventy-five hours (75) bi-weekly (exclusive of overtime) and one who is regularly scheduled to work eighty (80) hours bi-weekly exclusive of overtime or one who is regularly scheduled to work eighty-four (84) hours bi-weekly exclusive of overtime and who has served the required probationary period.
- 3.03 "Regular Part-time Employee" is one who has served the required probationary period and who is regularly scheduled to work less than seventy-five (75) hours bi-weekly.
- 3.04 A "Casual Employee" shall mean an Employee who:
- (a) is scheduled for a period of ninety (90) calendar days or less for a specific job, or
 - (b) relieves for absences the duration of which is ninety (90) calendar days or less, or
 - (c) works on a call-in basis and is not regularly scheduled.
- 3.05 "Temporary Employee" is one who is hired on a temporary basis and who may work either full or part-time hours:
- (a) a specific job of more than three (3) months duration, but less than six (6) months duration;
 - b) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months;
 - (c) to replace a full-time or part-time Employee who is on a leave of absence due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;
 - (d) the Union will not unreasonably refuse a request to extensions when the approved leave of absence is for a longer period of time or when the leave is extended by the Employer.
- 3.06 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday:
- 3.07 "General Manager" shall mean the Manager, Designated Supportive Living/Supportive Housing, who is responsible for the day-to-day operation of

Heritage House – Vegreville. In the absence of the Manager, Designated Supportive Living/Supportive Housing, an appointed alternate shall be designated the General Manager.

- 3.08 “Union” means the Alberta Union of Provincial Employees.
- 3.09 “Union Steward” means an Employee in the Bargaining Unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.
- 3.10 “Union Representative” means a staff person from the Union authorized by the Union to act on behalf of an Employee.
- 3.11 “Basic Rate of Pay” means the applicable step in the pay range of the Employee’s classification as set out in the Wage Appendix.
- 3.12 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.

ARTICLE 4

UNION RECOGNITION

- 4.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate # 154-2015 issued by the Alberta Labour Relations Board as may be amended from time to time.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 4.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular Employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee. It is understood that the General Manager, as part of their duties, has the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 4.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

- 4.06 The Union agrees that it will not conduct Union business on the Employer premises without the Employer's approval.

ARTICLE 5

BULLETIN BOARDS

- 5.01 The Employer shall provide a bulletin board, which shall be placed in the staff room so that all Employees shall have access to it. It is not the intention of the Union to post anything objectionable or offensive.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.01 The Employer reserves all rights not restricted by this Collective Agreement.

ARTICLE 7

DUES DEDUCTIONS AND UNION BUSINESS

- 7.01 The Union shall provide the Employer the mathematical equation to be used to arrive at the amounts to be deducted from Employees' wages. Following receipt of this information, the Employer agrees to deduct from the wages of Employees covered by this Collective Agreement, an amount equal to the monthly Union dues as determined by the Union. In all instances, such deductions shall be forwarded to the Union no later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list that shall indicate each Employee's name, classification, date of hire, Employee status (active, leave of absence, etc.), home mailing address, home telephone number, personal cellular number (if provided to Employer), home email addresses (if provided to Employer), hourly rate of pay, gross pay along with the amount of Union dues deducted. The list shall also indicate newly hired and terminated Employees, as well as Employees on Long Term Disability (LTD). The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.
- 7.02 The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.
- 7.03 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect to check-off of Union monthly assessments or any action taken at the request of the Union.

- 7.04 The Employer agrees that a Union Representative shall be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired Employees working within the bargaining unit, for the purpose of advising the Employee of their rights and obligations under this Agreement.
- 7.05 The Employer shall grant the Union Representatives access to its premises for Union business subject to the approval of the General Manager or their designate.
- 7.06 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. As provided in Clause 4.03, the Union will provide the Employer with a list of the members who will handle grievances or bargaining on any matter properly arising from time to time during the continuance of this Agreement. The Stewards will not leave their duties on Union business without first obtaining permission from the Manager. Permission will not be unreasonably withheld. The Union shall notify the Employer in writing of the name of each Steward.
- 7.07 The Employer will provide a copy of all postings, notices of hire or terminations, and disciplines to the Union.

ARTICLE 8

RESPECTFUL WORKPLACE

- 8.01 The Employer, the Union and Employees are committed to a safe a respectful workplace where workplace violence, discrimination, bullying and harassment are not tolerated. The Parties agree that for the purposes of this agreement, the Employer's Policy and Procedure will be followed.
- Harassment and bullying does not include normal supervision and discipline for just cause by a manager or supervisor exercising authority as part of their role.
- Examples of reasonable management action may include decisions relating to an Employee Care Partners' responsibilities, workloads, deadlines, reorganizations, service instructions or feedback, work evaluation, performance management or disciplinary actions.
- 8.02 The Employer, the Employee and the Union agree to abide by the Alberta Human Rights Act.
- 8.03 The Parties acknowledge the benefit of informal discussion between Employees and their supervisor, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint or grievance process.
- 8.04 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about

confronting the offender, the Employee shall contact their immediate supervisor, manager or Union Representative for assistance.

- 8.05 When an Employee submits a complaint of workplace violence, discrimination, bullying or harassment, as the specifics indicate, the complaint will be investigated as soon as possible and in accordance with the Employer's Policy and Procedure. All Employees are required to cooperate with the investigation and maintain confidentiality.
- 8.06 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination. Such disciplinary action shall not be subject to the provisions of Article ~~19~~^{20 KD} Grievance Procedure.
- 8.07 If the investigation determines that the Employee acted in bad faith in making the complaint or workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination. Such disciplinary action shall not be subject to the provisions of Article 19 Grievance Procedure.
- 8.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment and, therefore, subject to an investigation under the Employer's Policy and Procedure. Any disciplinary action arising from such investigation shall not be subject to the provisions of Article 19 Grievance Procedure
- 8.09 Clause 8.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 8.10 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article the grievance may not be referred to arbitration.

ARTICLE 9

ENGLISH LANGUAGE WHILE WORKING

- 9.01 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on Employer paid time, unless required otherwise for the care of the resident. However, while on unpaid time, Employees may speak any language provided they are not in the residents' rooms or the common or service areas of the site.

ARTICLE 10

CLASSIFICATIONS AND JOB DESCRIPTION

- 10.01 The Employer shall provide, upon hire, each new Employee with a copy of the class specification/job description applicable to their position. The document shall be signed by both the Employee and the Employer. Upon any changes made to the class specification/job description, the affected Employee(s) shall receive and sign the updated copy.
- 10.02 Any amendments to the job descriptions shall be done in consultation with the Union.
- 10.03 CHANGES IN CLASSIFICATION
- When the duties of any classification are significantly changed or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was filled by an Employee or when the classification changed.

ARTICLE 11

HOURS OF WORK AND WORK SCHEDULES

- 11.01 REGULAR HOURS
- All Employees except LPN's, HCA-Nights, & Kitchen and Dining Room Staff
- (a) Regular hours of work shall be seven and one-half (7 1/2) hours per day, exclusive of meal breaks and overtime. Shifts of shorter duration may be scheduled depending on the needs of the facility;
- (b) Thirty-seven and one-half (37 1/2) hours per week averaged over one complete cycle of the shift schedule.
- 11.02 The bi-weekly work period shall consist of seventy-five (75) hours.
- 11.03 REGULAR HOURS - LPN
- (a) Regular hours of work shall be twelve (12) hours per day inclusive of a paid meal break during which the Employee must remain at the site.
- (b) Eighty-four (84) hours of work averaged over a two (2) week work period.

11.04 HCA - NIGHTS

- (a) Regular hours of work shall be eight (8) hours per day inclusive of a paid meal break during which the Employee must remain at the site.
- (b) Eighty (80) hours of work averaged over a two (2) week work period.

11.05

- (a) Regular full-time Employees and regular part-time Employees may exchange shifts amongst themselves provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval in writing of such exchange has been given by the General Manager/Designate.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
 - (i) A mutual exchange shall be recorded on the shift schedule;
 - (ii) A regular full-time or part-time Employee shall not mutually exchange shifts with a casual Employee unless the casual Employee has been given a shift and is on the shift schedule.
- (c) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.

In any event it is understood that a mutual shift exchange initiated by the Employee shall not be approved by the Employer if the shift exchange would result in overtime payments to either/any of the Employees who are party to the shift exchange(s). It is the responsibility of the Employees to advise the Employer, at the time of initiating, or agreeing to, the request, if the shift exchange would result in an entitlement to overtime benefits and payments.

11.06 Requests for specific days off shall be submitted to the General Manager no less than five (5) days before the posting of the schedule.

11.07

- (a) Shift schedules shall be posted not less than twenty-one (21) calendar days in advance.
- (b) Except by written mutual agreement between the Employer and the Employee, when the Employer requires a change in the scheduled days of work 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 shift of the changed schedule.

11.08

Shift schedules for regular and temporary full time and part-time Employees shall provide for the following:

- (a) not less than fourteen (14) hours off between shifts or twelve (12) hours for LPN's working the extended work day;

- (b) not more than ten (10) days worked in a fourteen (14) calendar day period;
- (c) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
- (d) a maximum of seventy-five (75) hours, eighty (80), or eighty-four (84) hours worked as applicable per two (2) week period;
- (e) not more than seven and one-half (7 1/2), eight (8) or twelve (12) hours per day as applicable, unless otherwise agreed to by the Employee, the Employer and the Union, and then not to exceed twelve (12) hours per shift; and
- (f) two (2) consecutive days off per week.

The basic rate of pay will prevail for additional hours of work assigned to a regular part-time Employees beyond the Employee's scheduled hours, unless the Employee becomes subject to the overtime provision. Should any of the above not be followed, the Employee shall be entitled to overtime rates of pay.

11.09 Regular part-time Employees who wish to be considered for additional hours of work that:

- (a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
- (b) are not regularly scheduled. Such additional hours of work shall be distributed as equitably as possible among the available regular part-time and Casual Employees.
- (c) when shifts becomes vacant with less than fourteen (14) days' notice and the Employer requires the shift(s) to be filled, the process to be followed shall be:
 - (i) to attempt to contact Part-Time Employees, based upon Seniority, and offer each of them one of the vacant shifts.
 - (ii) after first completing the process stipulated in Clause 11.09(c)(i), if there are still shifts outstanding and required to be filled, the Employer shall attempt to contact Casual Employees, based upon their date of hire, and offer them the remaining shift(s).

It is understood the overall distribution of shifts under this Clause shall be assigned on an equitable basis among all Part-Time and Casual Employees.

11.10 The basic rate of pay will prevail for casual Employees beyond the Employee's scheduled hours, provided:

- (a) the assignment is accepted;

- (b) the hours worked do not exceed seven and one-half (7 1/2), eight (8) or twelve (12) hours per day as applicable;
- (c) the hours worked do not exceed seventy-five (75), eighty (80) or eighty-four (84) hours as applicable over a period of fourteen (14) calendar days;
- (d) Casual Employees do not work in excess of seven (7) consecutive days without days off without the mutual agreement of the Employee and the Union;
- (e) Casual Employees do not work in excess of ten (10) days in a fourteen (14) day period; and
- (f) not less than twelve (12) where applicable or fourteen (14) hours off between shift;

11.11 MINIMUM HOURS FOR A SHIFT

A shift shall be a minimum of three (3) hours and if an Employee reports for work and is sent home they shall be paid a minimum of three (3) hours pay at their basic rate of pay.

ARTICLE 12

OVERTIME

12.01 OVERTIME DEFINED

Overtime is all time authorized by the Manager in excess of

- (a) seven and one-half (7 1/2) hours per day or seventy-five (75) hours in a two (2) week rotation period.
- (b) Eight (8) hours per day or eighty (80) hours in a two (2) week rotation period
- (c) Or twelve (12) hours per day or eighty-four (84) hours in a two (2) week period; as applicable.

All authorized overtime shall be paid at the rate of two times (2X) the basic rate of pay thereafter.

When the full staffing complement for a shift is not reached for positions: Cook, Kitchen Prep, or Health Care Aide within one (1) hour of the beginning of the shift, those employees working the shift, to a maximum of two (2) employees shall be compensated at one and one-half times (1 1/2X) the basic rate of pay for all hours worked without the full staffing complement.

12.02 Employees shall not be required to reduce regular shifts to equalize any overtime worked.

12.03 Overtime may be accumulated to a maximum of thirty-seven and one-half (37 1/2) hours, forty (40) hours or forty-two (42) as applicable based on the Employees regularly scheduled hours and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March thirty-first (31-) in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March thirty-first (31-) and shall not be unreasonably denied.

12.04 CALL BACK

When an employee is required to report to work, they shall receive a minimum of three (3) hours of the basic rate of pay or the applicable overtime rate, whichever is greater.

ARTICLE 13

SHIFT DIFFERENTIAL

13.01 A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

This shift differential shall be paid in addition to all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

This shift differential shall not be applicable to Employees working in the Server position.

13.02 A shift differential of three dollars fifty cents (\$3.50) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

This shift differential shall be paid in addition to all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

13.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

13.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 14

WEEKEND PREMIUM

14.01 A weekend premium of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

The weekend premium shall be paid in addition to all overtime hours worked which fall within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

- 14.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 14.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 15

SENIORITY

- 15.01 A regular Employee's "seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with Points West Living Heritage House Inc., and shall continue to accrue during periods of lay-off, as specified in Article 18 and authorized leaves of absence.
- 15.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:
- (i) the employment relationship is terminated by either the Employer or the regular Employee, or
 - (ii) eighteen (18) months has expired following lay-off; or
 - (iii) the Employee retires.
- (b) Seniority will not accrue:
- (i) thirty (30) days after being laid off;
 - (ii) with any unpaid medical leave of absence in excess of thirty (30) days; or
 - (iii) any unpaid leave in excess of thirty (30) days.
- 15.03 An up to date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.
- 15.04 SAME SENIORITY DATES
- In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

ARTICLE 16

VEHICLE ALLOWANCE

- 16.01 If an Employee is required to use their personal vehicle on Employer business, or is called back to work, the Employee will be reimbursed for mileage at a rate of forty-four cents (\$0.44) per kilometer.
- 16.02 If an Employee is required to use their personal vehicle on the Employer's business, the Employer shall reimburse the Employee for the cost of the business use insurance for each year, upon submission of receipts.
- 16.03 When travel is completed, Employees should, in a timely fashion, submit completed "expense" claim forms to the Employer.

ARTICLE 17

JOB POSTING, PROMOTIONS, VACANCIES

- 17.01 Vacant positions will be posted in the site for ten (10) calendar days. Each posting shall state the following information:
- Responsibilities
 - Qualifications
 - basic rate of pay
 - the full-time equivalent of the position, if applicable
 - to whom applications should be submitted
 - closing date and time (e.g.: date 12:00 p.m.).
- 17.02 If no internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 17.03 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees pursuant to Clauses 3.03 and 3.04. If a position changes from temporary to permanent, or from part-time to full-time, such positions shall be posted in accordance with Clause 17.01.
- 17.04 Both parties recognize:
- (a) the principal of promotion within the service of the Employer;

- (b) appointments will be based on seniority and qualifications, that is, job knowledge, experience and education;
 - (c) the qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting including acceptable performance of the Employee's current job.
- 17.05 In making appointments, as a result of posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
 - (a) Regular Employees;
 - (b) next, laid off Regular Employees;
 - (c) next, Temporary and Casual Employees ordered by date of hire.

Temporary and Casual Employees hired for a regular position shall have their seniority backdated to the original date of hire.
- 17.06 The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- 17.07 Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Job Opportunities Bulletin Board. The Union shall be notified regarding the name of the successful candidate.
- 17.08 **PROMOTIONS TO DIFFERENT CLASSIFICATIONS WITHIN THE BARGAINING UNIT**

Successful applicants to different classifications within the bargaining unit shall serve a trial period of three (3) months for full-time Employees and five hundred and three and three quarter (503.75) hours worked for part-time Employees. Conditional upon performance satisfactory to the Employer, such trial promotion shall become permanent. The Employer may appoint the applicant to the position prior to the completion of the trial period. During this trial period, the Employee may choose to return or the Employer may return the Employee, if they prove to be unsatisfactory in the new position, to their former position and basic rate of pay without loss of seniority.

ARTICLE 18

LAYOFF AND RECALLS

- 18.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 18.02 For the purpose of this Article the following definitions shall apply:

- (a) "lay-off – a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time Employees.
 - (b) "seniority" – the length of continuous employment at the site.
- 18.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:
 - (a) fourteen (14) calendar days for full-time and part-time Employees.
- 18.04 When Employees are to be laid off, the Employer shall layoff such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 18.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 18.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
 - (a) accepting a vacant position for which they are qualified if available;
 - (b) working as a casual Employee; or
 - (c) bumping a less senior Employee in a position for which they are qualified.
- 18.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
 - (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.
- 18.08 If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, they shall be entitled to severance pay of two (2) weeks per year of service.

Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay of two (2) weeks per year of service will be paid in the event of closure.
- 18.09 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.

18.10 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority provided that the recalled Employees are qualified to perform the work. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.

18.11 NO NEW EMPLOYEES

No new Employees shall be hired for a position while there are Employees on layoff with seniority, who are qualified to perform the available work.

18.12 ADVISE UNION

In the event of layoffs and recalls, the Employer agrees to advise the Union.

18.13 GRIEVANCES ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 19

PROBATIONARY PERIOD AND ORIENTATION

19.01 A newly hired Employee shall serve a probationary period of five hundred (500) hours worked or six (6) months, following the commencement of employment with the Employer.

The probationary period is intended to provide an opportunity for the new Employee to demonstrate the skill, knowledge and overall suitability required for the position they were hired to fill. It also allows the Employer to assess the skills, knowledge, performance and overall suitability of the Employee for the position they were hired to fill.

19.02 The Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period with notice. The Employer shall provide a reason for termination to the Employee in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement.

19.03 The Employer shall provide a paid orientation of up to three (3) complete shifts for new Employees, and one shift for each different shift worked.

ARTICLE 20

GRIEVANCE PROCEDURE

20.01 GRIEVANCE DEFINITION

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 20.05 except in cases of suspension or dismissal which will commence at Step 2: or
- (b) a group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Article 20.05. A group grievance shall list all Employees affected by the grievance and the results of the grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.

20.02 AUTHORIZED REPRESENTATIVES

An Employee may have the assistance of a Union Representative or Union Steward of their choosing at any time during the grievance procedure.

20.03 TIME LIMITS

For the purposes of this Article, periods of time referred to shall be consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays.

20.04 MANDATORY CONDITIONS

- (a) 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.
- (b) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (c) A suspension or dismissal grievance shall commence at Step 2.

- (d) Should the Union fail to comply with the time limits in this procedure, the grievance shall be considered abandoned, unless the parties agree to extend the time limits.

20.05 STEPS IN THE GRIEVANCE PROCEDURE

(a) Step 1

An Employee who has a grievance shall, within twenty (20) days of the date of the incident, or reasonably should have become aware of, the incident which lead to the grievance, discuss the matter with the General Manager. The General Manager shall advise the Employee of their decision in writing within twenty (20) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If the grievance is not resolved at Step 1 above within twenty (20) days of the decision of the General Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance, the specific provision(s) of the Collective Agreement alleged to have been breached and redress sought, to the Corporate representative or designated representative. The Corporate representative of Connecting Care (2000) Inc. shall reply in writing within (20) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

If the grievance is not resolved at Step 2 above within twenty (20) days of the reply from the Corporate representative of Connecting Care (2000) Inc., the Union may decide to proceed to Arbitration.

20.06 ARBITRATION

- (a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within twenty (20) days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to the Arbitration Board; or
 - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single Arbitrator an Arbitration Board shall be established.

- (c) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.
- (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected if the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 21

DISCIPLINE AND DISCHARGE

- 21.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 21.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee.
- 21.03 A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a time line for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union.
- 21.04 The Employee will sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice.
- 21.05 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure, provided the person submits their written grievance, dated and signed within ten (10) calendar days after the date of the discipline.
- 21.06 An Employee who has been subjected to disciplinary action shall, after twelve (12) months of continuous service from the date the disciplinary measure was invoked, have their personnel file considered purged of any record of the disciplinary action, provided the Employee's file does not contain a related record of disciplinary action during the twelve (12) month period, of which the Employee is aware.
- 21.07 An Employee shall have the right to have a Union Steward or a Union Representative of their choosing present when disciplinary notice is issued verbally or in writing. Notwithstanding the Employee's choice of Union representation, the delivery of the disciplinary notice shall not be delayed more than forty-eight (48) hours due to the unavailability of the Employee's choice of representation. Upon mutual agreement in writing between the Union Representative or Union Steward and the Employer, the aforementioned forty-eight (48) hour time limit may be extended.

ARTICLE 22

NAMED HOLIDAYS

- 22.01 (a) All full-time Employees shall receive the following Named Holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Day; | |
- and other holidays proclaimed by the Federal, Provincial or Municipal Governments.
- (b) In order to qualify for holiday pay the Employee must work their full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness, bereavement leave or vacation.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - (1) a day off with pay; or
 - (2) payment in lieu thereof for the aforementioned Named Holidays.
- (d) All part-time and casual Employees shall receive Named Holiday pay at the rate of four point three percent (4.3%) of their earnings paid on each pay cheque at the basic rate of pay in lieu of the Named Holiday pay.
- (e) All Part-Time and Casual Employees required to work on a Named Holiday shall be paid, in addition to the provisions of Clause 22.01(d) above, one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on that Named Holiday.
- 22.02 (a) When a Named Holiday falls on a day that would otherwise have been a work day, a full-time Employee receives the day off, and the Employee will receive their basic rate of pay for their regularly scheduled hours.

- (b) When a Named Holiday falls on a full time Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid their basic rate of pay for their regularly scheduled hours.
- (c) When Full-Time Employee is required to work on a Named Holiday, the Employee will be entitled to their Basic Rate of Pay, as per Clause 22.02(a) above, plus one and one-half (1 1/2 X) times their Basic Rate of Pay for all hours worked on that Named Holiday.
- (d) When a Named Holiday falls during a full-time and part-time Employee's vacation period, the holiday either may be added to the Employee's vacation period, or may be taken at a subsequent mutually agreeable date.
- (e) An Employee obligated to work on the August Civic Holiday shall be paid their usual wage plus two times (2X) for all hours worked on the Named Holiday.

22.03 An Employee shall not be required to work on both Christmas Day and New Year's Day each year during the same holiday season. If an Employee has worked on Christmas Day or New Year's Day the previous year during the same holiday season, the Manager shall make every effort not to require the Employee to work on the same holiday the following year during the same holiday season.

When a shift schedule has an Employee working both Christmas Day and New Year's Day in the same year during the same holiday season and the Employee does not want to work both Named Holidays, as the case may be, the Employee shall submit a Leave Request form at least seven (7) days in advance of the Named Holiday they do not wish to work and the Employer shall approve the Leave Request.

ARTICLE 23

SICK LEAVE

23.01 Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the *Worker's Compensation Act*, or by quarantine by the Medical Officer of Health.

- (a) An Employee shall earn sick leave credits based on all hours worked. For every one hundred and sixty (160) hours worked, twelve (12) hours of sick leave credits will accrue (or for every hour worked, 0.075 hours of sick leave credits will accrue), up to a maximum credit of ninety (90) working days. Part-time employees shall earn sick leave credits on a pro-rata basis to a Full-Time Employee. An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.
- (b) Notwithstanding the foregoing, while an Employee is

- (i) on layoff, or
- (ii) in receipt of compensation from the Worker's Compensation Board, or
- (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason,

sick leave credits shall not accrue.

23.02 The Employee's eligibility for sick benefits will be reinstated once the Employee returns to regularly scheduled full-time or part-time scheduled work for one month, unless subsequent absences are a continuation of the previous illness or injury.

23.03 PROOF OF ILLNESS

Employees may be required to substantiate, in a form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefits shall not be effected until the required substantiation has been supplied.

Where the Employee must pay a fee for proof of illness, medical treatment, attendance at medical appointments and/or completion of Medical Fitness for Work Certificate Forms, the fee shall be reimbursed by the Employer to a maximum of thirty dollars (\$30.00).

23.04 When an Employee has accrued the maximum sick leave credit of ninety (90) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

23.05 TERMINATION OF SICK LEAVE

Sick leave benefits will cease on termination of employment, on retirement, or on death.

23.06 SICK LEAVE BENEFITS WHILE ON WORKERS' COMPENSATION

Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated sick leave credits.

23.07 SICK LEAVE ON VACATION

Should an Employee, while on vacation, be hospitalized or under a doctor's care, the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.

23.08 LEAVE OF ABSENCE DUE TO ILLNESS

Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.

23.09 SICK LEAVE DURING PREGNANCY

Sick leave shall be granted for the health related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing their duties during the health related period of their absence.

23.10 CASUAL AND TEMPORARY EMPLOYEES

Casual and Temporary Employees shall not be entitled to sick leave benefits. Should a temporary position become permanent, sick leave shall be credited from start date.

ARTICLE 24

LEAVE OF ABSENCE

24.01 GENERAL CONDITIONS:

- (a) Requests for a leave of absence, without pay will, where possible, be made in writing to the General Manager/Designate nineteen (19) days in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within five (5) days of receipt of the request.
- (b) Except in cases of extenuating circumstances, an Employee, who exceeds their approved leave of absence for three (3) calendar days or misses three (3) consecutive days of work without notifying the Employer, shall be considered to have abandoned their position.
- (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 for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

24.02 Employees may apply for an educational leave of absence without, with partial or with full pay, and all or a portion of the tuition provided the course being taken is considered by the Employer to be a benefit to the facility. This leave must be applied for, in writing, at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The

Employee may choose to work on a casual basis during this period. The Employer shall provide a written reason for denial of such request.

24.03 The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.

24.04 The following courses shall be offered to Employees on an annual basis:

- Heimlich Maneuver (when required by the Employer)
- Fire, evacuation and disaster procedures
- Proper lifting and prevention of back injuries
- WHMIS

24.05 LEAVE – UNION BUSINESS

(a) A leave of absence with pay shall be granted by the Employer with two (2) weeks notice for up to two (2) regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools. 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 or the actual cost of replacing the Employee(s) whichever is greater. Plus, an additional fifteen percent (15%) of that amount shall be charged to cover the Employer's administration costs.

Regular Employees who are 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 two (2) years. Such leave shall be renewed upon request, during their term of office.

(b) Representatives of the Union shall be granted a leave of absence with pay in order to participate in negotiations with the Employer. The Union agrees to reimburse the Employer for the actual salary paid to such Employee representatives while on leave, plus an amount determined by the Employer to cover the cost of benefits, or the actual cost of replacing the Employee(s) whichever is greater. Plus, an additional fifteen percent (15%) of that amount shall be charged to cover the Employer's administration costs.

24.06 For leaves of absence greater than one year, benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate sick leave, or earned vacation, nor will other benefits be paid or accrue while on leave of absences, other than those outlined below:

- (a) periods of sick leave paid by the Employer;
- (b) leaves of absence with pay;
- (c) bereavement leave with pay;
- (d) leave with pay for jury/witness duty;
- (e) paid vacations; or
- (f) for the health related portion of pregnancy leave.

24.07 The Employee shall provide twenty-eight (28) days notice of desire to return to work. Upon return to work the Employee will be placed in the job previously held providing the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained their previous job they shall be placed on the job they can satisfactorily perform.

24.08 BEREAVEMENT LEAVE

An Employee shall be granted five (5) days bereavement leave without loss of regular earnings in the event of the death of the following relatives:

Mother, Father, Mother-in-Law, Father-in-Law, Husband, Wife, Son, Daughter, Step Children, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, Common Law Spouse, Same Sex Partner, Step Parent, Son-in-Law, Daughter-in-Law, Grandparents of the Employee or the Employee's Spouse, Grandchild, Fiancé.

In the event of a death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral services.

24.09 The Employer shall extend Bereavement Leave up to two (2) additional days when it is necessary for an Employee to travel three hundred (300) kilometers or more one way.

24.10 MATERNITY/PARENTAL LEAVE

- (a) A regular Employee who has completed at least ninety (90) days continuous employment shall, upon their written request at least four (4) weeks in advance, be granted maternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided they commence maternity/parental leave not later than the date of delivery.
- (b) Maternity/parental leave shall be without pay. For that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave. The total period of maternity/parental leave shall not exceed seventy-eight (78) weeks unless mutually agreed between the Employer and the Employee.

A regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by them immediately prior to taking maternity/parental leave and at the same basic rate of pay.

24.11 ADOPTION LEAVE

A regular Employee who has completed ninety (90) weeks continuous employment, shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

24.12 COURT APPEARANCE

The Employer shall grant leave of absence to a regular Employee who serves as a juror or witness in any court, provided evidence of the subpoena is submitted to the Employer. The Employer shall pay such a regular Employee the Employee's normal earning. Any monies the Employee receives for services excluding expenses shall be paid to the Employer. The regular Employee will present proof of service and the amount of pay received.

24.13 CIVIC OBLIGATIONS

The Employer will provide time off for voting as provided in current legislation.

24.14 PERSONAL DAYS

Full-time and Part-time Employees shall be allowed to take up to three (3) days paid leave per year for personal reasons.

ARTICLE 25

VACATION

25.01 DEFINITION

Vacation leave is an earned benefit provided by the Employer. For the purposes of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.
- (d) Vacation year shall be January to December.

TIME OF VACATION

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) At minimum, an amount of vacation equal to an Employee's entitlement specified in the Alberta Employment Standards Code shall be taken in the following vacation year at a time mutually agreeable between the Employer and the Employee.
- (c) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, the date of request will be the deciding factor.
- (d) As far as possible, regular full-time Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- (e) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (f) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (g) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve months.
- (h) An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) An Employee may request that a portion of their unused annual vacation leave entitlement that exceeds the minimum vacation leave as provided in the Alberta Employment Standards Code be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests are subject to the approval of the Employer and shall not be unreasonably denied.

25.03

VACATION ENTITLEMENT

Full-time and Part-time Employees earn vacation entitlement as follows:

Less than one (1) year	working days as accrued
One (1) year or more	six percent (6%) of gross wages, which equates to fifteen (15) scheduled working days
On the eighth (8 th) anniversary	eight percent (8%) of gross wages which equates to twenty (20) scheduled working days of employment and each year thereafter
On the fifteenth (15 th) anniversary	ten percent (10%) of gross wages which equates to twenty-five (25) scheduled working days of employment and each year thereafter
On the twentieth (20 th) anniversary	twelve percent (12%) of gross wages which equates to thirty (30) scheduled working days of employment and each year thereafter

A regular part-time Employee shall earn vacation prorated based upon hours worked relative to a full-time Employee.

Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) in receipt of compensation from the Workers' Compensation Board; and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

If the Employer and the Employee are unable to agree on a mutually satisfactory date to start the Employee's annual vacation, the Employer must give the Employee at least two weeks' written notice of the date on which the Employee's annual vacation is to start, and the Employee must take the vacation at that time. The Employer shall be responsible to find a replacement for the employee, if required by the Employer.

Vacation pay shall not be paid out, except upon request or on termination.

25.04

COMPENSATION FOR NAMED HOLIDAYS FALLING WITHIN VACATION SCHEDULING

If a Named Holiday falls within an Employee's vacation period, the Employee shall be allowed:

- (a) an additional vacation day with pay on a date mutually agreed between Employee and Employer; or

- (b) a day with pay may be added to the Employee's vacation by mutual agreement between the Employee and the Employer; or
- (c) failing mutual agreement between the Employee and the Employer, the Employer shall pay an additional day's pay.

25.05 VACATION PAY

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

25.06 All annual vacation requests shall be received by the Facility Manager/Designate.

24.07 A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation days entitlement available for the current vacation year.

25.08 CASUAL EMPLOYEES/TEMPORARY EMPLOYEES

Casual Employees/Temporary Employees shall receive vacation pay in accordance with the *Alberta Employment Standards Code*.

ARTICLE 26

PAY GUIDELINES

26.01 Points West Living Heritage House Inc. has a computerized payroll system. Paydays shall be every second Monday.

26.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement.

26.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

- (a) in the case of a regular full-time Employee, one (1) year of service; or
- (b) in the case of a regular part-time Employee and a casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty (1,950) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and six point seven five (1806.75) hours worked at each subsequent Pay Step in the pay range. Once the number of hours worked in any position or combination of positions at Heritage House reaches one thousand nine hundred and fifty (1,950) or one thousand eight hundred and six point seven five (1806.75) as applicable, then the employee shall advance to the next step in the salary schedule for all positions worked.

- 26.04 When the Employer requires the Employee to substitute in a higher classified job covered by this Agreement, the Employee shall be paid, in addition to their regular salary, an amount equal to the difference between the start rate of their position and the start rate for the new position for the period worked. There shall be no reduction in wages for working a lower classification.
- 26.05 In the event of an overpayment or an underpayment of wages and/or entitlements, the Employer is authorized to make the necessary monetary adjustments:
- (a) In the event of an overpayment, the Employer shall notify the Employee in writing that an overpayment has been made. Upon mutual agreement, the Parties shall agree to a repayment arrangement. In the event that the Parties are unable to agree to a repayment arrangement, the Employer shall recover the overpayment by deducting ten percent (10%) of the Employee's gross earnings per pay period until the overpayment is recovered. This Clause shall be understood to include the Employee's authorization to make the deduction from their wages.
 - (b) If the Employee is terminated for just cause or resigns before full repayment is made, the remainder of the repayment shall be recovered from the Employee's final pay.
 - (c) In the event of an underpayment, the Employer shall notify the Employee in writing of the underpayment and advise them of the corrective action being taken. The correction will be made within the next full bi-weekly pay period from the time it comes to the Employer's attention.

ARTICLE 27

PYRAMIDING

- 27.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 27.02 Where two (2) or more applicable premiums are expressed as multiples of basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 28

EMPLOYEE BENEFITS

- 28.01 Employer shall provide the group plans as outlined in Schedule "B" attached to this Collective Agreement. An Employee enrolled in this group plan shall be deemed to have authorized the Employer to deduct the applicable premiums from the Employee's wages.

- 28.02 The Employer will enroll:
- (a) Regular full time employees provided they are not covered by a spouse's group plan or an alternate employer group coverage.
 - (b) Regular part time employees who are working a minimum of fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule provided they are not covered by a spouse's group plan or an alternate employee group coverage.
 - (c) The parties agree to adhere to the terms and conditions of the benefit carrier.
- 28.03 VOLUNTARY RRSP
- (a) The Employer shall provide a voluntary RRSP for all regular benefit eligible Employees. Participating Employees may contribute to the RRSP plan and the Employer shall match the Employees contribution up to 3% of the Employees gross earnings.
 - (b) The parties agree to adhere to the terms and conditions of the group RRSP.

ARTICLE 29

LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY

- 29.01 A Labour Management/Occupational Health & Safety Committee will be established at the worksite. The Union will have the right to designate up to four (4) members of the bargaining unit as members of this committee. An AUPE Representative may attend the meetings. The number of Employer representatives on the committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.
- 29.02 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.
- 29.03 The committee shall meet at least quarterly at a mutually acceptable hour and date. Either party may call a special meeting of this committee to deal with urgent matters. The Terms of Reference of the committee will determine the procedure for dealing with such matters.
- 29.04 An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.
- 29.05 The Employer shall provide Occupational Health & Safety (OHS) Committee Co-Chairs with approved training regarding the duties and functions of their role.

- 29.06 Minutes of each Occupational Health & Safety Committee meeting will be kept. The minutes shall be subject to approval by the committee and, upon approval, the approved minutes shall be posted on the OHS bulletin board.
- 29.07 The Committee shall concern itself with any and all matters that either party wishes to raise. In addition the committee shall consider such matters as Occupational Health & Safety and may make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the *Alberta Occupational Health & Safety Act* or such other safety rules and practices as mutually agreed.
- 29.08 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.

ARTICLE 30

PERSONNEL FILES

- 30.01 (a) By appointment made at least forty-eight (48) hours in advance, an Employee may view their personnel file on off-duty time at Points West Living Heritage House.
- An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

ARTICLE 31

COPIES OF COLLECTIVE AGREEMENT

- 31.01 COPIES OF THE AGREEMENT
- The Employer and the Union shall share the cost of duplicating the Collective Agreement. The Employer and the Union shall mutually agree upon the cost of an appropriate printer and the Union shall be responsible for duplicating the Collective Agreement.
- 31.02 The Employer shall provide each new Employee with a copy of the Collective Agreement.

SCHEDULE "A" - SALARY SCHEDULE
HERITAGE HOUSE CURRENT RATES OF PAY
EFFECTIVE APRIL 1, 2019 [point five percent (0.50%) general increase]

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cook	\$20.32	\$21.36	\$22.00	\$22.66				
Kitchen Prep	\$18.86	\$19.80	\$20.40	\$21.00				
Server	\$17.36	\$18.21	\$18.77					
Housekeeping	\$17.36	\$18.21	\$18.77	\$19.34				
Recreation Aide	\$19.99	\$20.99	\$21.73	\$22.27				
Administration Support	\$19.62	\$20.58	\$21.20	\$21.83				
Health Care Aide		\$21.80	\$22.52	\$23.20	\$23.96	\$24.47	\$25.20	\$25.96
LPN	\$27.53	\$28.72	\$29.86	\$31.02	\$32.19	\$33.31	\$34.65	\$36.04
Care Aide *	18.02	18.55						

* Effective July 1, 2019

EFFECTIVE APRIL 1, 2020 [point five percent (0.50%) general increase]

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cook	\$20.42	\$21.47	\$22.11	\$22.77				
Kitchen Prep	\$18.95	\$19.90	\$20.50	\$21.11				
Server	\$17.45	\$18.30	\$18.86					
Housekeeping	\$17.45	\$18.30	\$18.86	\$19.44				
Recreation Aide	\$20.09	\$21.09	\$21.84	\$22.38				
Administration Support	\$19.72	\$20.68	\$21.31	\$21.94				
Health Care Aide		\$21.91	\$22.63	\$23.32	\$24.08	\$24.59	\$25.33	\$26.09
LPN	\$27.67	\$28.86	\$30.01	\$31.18	\$32.35	\$33.48	\$34.82	\$36.22
Care Aide *	18.11	18.64						

EFFECTIVE APRIL 1, 2021 [point five percent (0.50%) general increase]

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cook	\$20.52	\$21.58	\$22.22	\$22.88				
Kitchen Prep	\$19.04	\$20.00	\$20.60	\$21.22				
Server	\$17.54	\$18.39	\$18.95					
Housekeeping	\$17.54	\$18.39	\$18.95	\$19.54				
Recreation Aide	\$20.19	\$21.20	\$21.95	\$22.49				
Administration Support	\$19.82	\$20.78	\$21.42	\$22.05				
Health Care Aide		\$22.02	\$22.74	\$23.44	\$24.20	\$24.71	\$25.46	\$26.22
LPN	\$27.81	\$29.00	\$30.16	\$31.34	\$32.51	\$33.65	\$34.99	\$36.40
Care Aide *	18.20	18.73						

Effective April 1, 2019, all payments shall be retroactive on all hours paid and made to Employees within 90 days of ratification by separate pay transaction.

Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the Union, will be eligible to receive retroactively any increase in salary which they would have received but for the termination of employment, only upon submitting to the Employer during the period between the expiry date of the preceding agreement and thirty (30) days after the signing of this Agreement, a written application for such retroactive salary.

Any affected Employee shall make contact with the Employer to make any arrangements necessary and provide the Employer correct mailing address and banking information within the timeframe referenced above.

SCHEDULE "B" - EMPLOYEE BENEFITS

- Health covered to 80% (same plan)
- Dental covered to 80% (same plan)
- Para med to \$500.00 (same plan)
- Orthodontics covered to 50%. Up to \$1500.00 lifetime for dependents under 18
- Vision covered to \$200.00 / 2 years
- Long Term Disability - 120 calendar days elimination period/70% of basic monthly earnings
- Employee pays: 25% of the total cost of the employee benefit plan
- The Employer will provide a Health Spending Account of three hundred dollars (\$300.00) per year to all Regular Full-Time Employees.
- Regular Part-Time Employees that are in a benefit eligible position shall be entitled to the Health Spending Account on a pro rated basis based on their hours of work.

COLLECTIVE AGREEMENT

BETWEEN:

POINTS WEST LIVING HERITAGE HOUSE INC.

(hereinafter called "the Employer")

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047/040

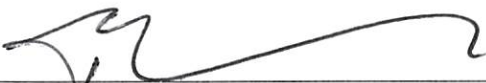
(hereinafter called "the Union")

OF THE SECOND PART

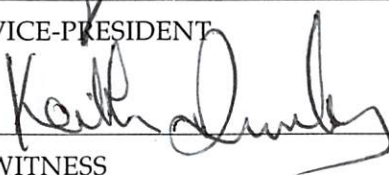
IN WITNESS WHEREOF the parties through their authorized offices have hereto set their hands and seals on the day and year shown below.

Dated at Edmonton, Alberta this 31st day of October, 2019.

ON BEHALF OF POINTS WEST LIVING
HERITAGE HOUSE INC.



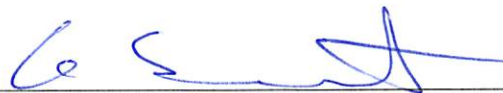
VICE-PRESIDENT



WITNESS

Nov 8, 2019
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT



WITNESS

November 4, 2019
DATE

LETTER OF UNDERSTANDING #1

BETWEEN

POINTS WEST LIVING HERITAGE HOUSE INC.
(hereinafter referred to as the "Employer")

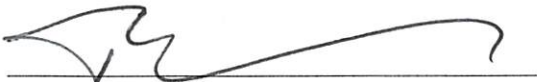
and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 040
(hereinafter referred to as the "Union")

RE: Contracting Out

Where the Employee finds it necessary to sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but, in any event, not less than sixty (60) days in advance of such change and shall meet, discuss, and consult with the Union about reasonable measures regarding the interests of affected Employees. This Letter does not apply to occasional use of staffing agencies to supplement staff if 'call-in procedures' have failed to result in sufficient staffing levels being present.

ON BEHALF OF POINTS WEST LIVING
HERITAGE HOUSE INC.

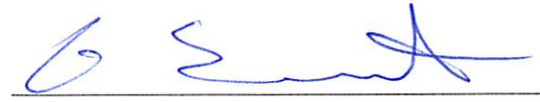


VICE-PRESIDENT

DATE

Nov 8, 2019

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

DATE

Oct 31st, 2019

LETTER OF UNDERSTANDING #2

BETWEEN

POINTS WEST LIVING HERITAGE HOUSE INC.
(hereinafter referred to as the "Employer")

and

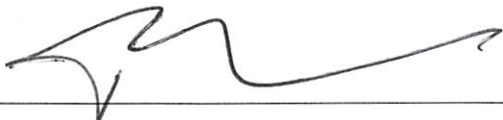
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 040
(hereinafter referred to as the "Union")

RE: Hours of Work – Kitchen and Dining Room Staff

The Employer and the Union hereby agree that, notwithstanding the provisions of Article 10 - Hours of Work and Work Schedules, Cooks shall work shifts of eight (8) hours per day, exclusive of meal breaks and overtime, amounting to forty (40) hours per week averaged over one complete cycle of the shift schedule. The bi-weekly work period shall consist of eighty (80) hours. All hours worked in excess of eight (8) hours per day or eighty (80) hours per bi-weekly rotation shall be paid as overtime.

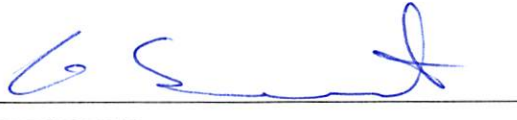
The Employer and the Union hereby agree, that notwithstanding the provisions of Article 10 - Hours of Work and Work Schedules, Cooks working the evening shift may be scheduled for the following morning shift which is less than the fourteen (14) hours off between shifts and not be entitled to overtime rates of pay.

ON BEHALF OF POINTS WEST LIVING
HERITAGE HOUSE INC.


VICE-PRESIDENT

Nov 8, 2019
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES


PRESIDENT

Oct 31st, 2019
DATE

LETTER OF UNDERSTANDING #3

BETWEEN

POINTS WEST LIVING HERITAGE HOUSE INC.
(hereinafter referred to as the "Employer")

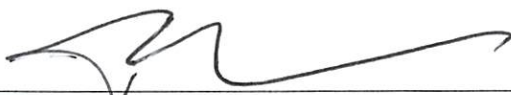
and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 040
(hereinafter referred to as the "Union")

Re: Overtime for Modified Hours of Work Notwithstanding Article 12

Overtime a Full Time Employee working a modified work schedule shall be paid overtime as per Article 12 for all hours work over their regularly scheduled hours or for hours worked on their days of rest.

ON BEHALF OF POINTS WEST LIVING
HERITAGE HOUSE INC.



VICE-PRESIDENT

Nov 8, 2019.

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

Oct 31st, 2019

DATE

LETTER OF UNDERSTANDING #4
BETWEEN
POINTS WEST LIVING HERITAGE HOUSE INC.
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 040
(hereinafter referred to as the "Union")
Re: Extended Work Day

Where the Parties to this Collective Agreement have agreed to implement a system employing an extended workday and resultant compressed workweek, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected Licensed Practical Nurse (LPN) and Night Shift Health Care Aide (HCA) positions may be amended from time-to-time by agreement of the Parties.

The rights and entitlements for Employees working an Extended Workday Arrangement are not worse than, those of Employee(s) working regular days.

All provisions of the Collective Agreement apply to Employees working Extended Work Days as noted and with amendments to specific Articles as follows:

As applied to HCA- Night Shift:

22.01(a) SICK LEAVE

An Employee shall earn sick leave credits based on all hours worked. For every one hundred and sixty (160) hours worked, twelve (12) hours of sick leave credits will accrue (or for every hour worked, 0.075 hours of sick leave credits will accrue), up to a maximum equivalent credit of ninety (90) working days based on the formula below:

160 hrs worked = 12hrs sick leave or 1.5 paid Shifts;

2080 (Annual Hours) / 160 = 13 X 12hrs = 156 hours = 19.5 paid Shifts;

Maximum accumulation for 7.5 hr day is 90 day = 675 paid hrs; but the

Equivalent for HCA- Night shift for 8.0 hr day is 18 weeks X 40hrs = 720 maximum paid hrs.

Part-time employees shall earn sick leave credits on a pro-rata basis to a full-time employee. An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.

24.03 VACATION ENTITLEMENTS

HCA- Night Shift will receive the following percentage of gross wages as paid Vacation based upon the entitlements in 24.03 as outlined below:

6% X 2080hrs/yr = 124.8 hrs/8 = 15.6 paid vacation days

8% X 2080hrs/yr = 166.4 hrs/8 = 20.8 paid vacation days

10% X 2080hrs/yr = 208 hrs/8 = 26 paid vacation days

12% X 2080hrs/yr = 249.6 hrs/8 = 31.2 paid vacation days

As applied to LPN twelve (12) hour Shift:

22.01 SICK LEAVE

An Employee shall earn sick leave credits based on all hours worked. For every one hundred and sixty (160) hours worked, twelve (12) hours of sick leave credits will accrue (or for every hour worked, 0.075 hours of sick leave credits will accrue), up to a maximum equivalent credit of ninety (90) working days based on the formula below:

160 hrs worked = 12hrs sick leave or 1 Shift;

2184 (Annual Hours) / 160 = 13.65 paid shifts or 163.8 paid hrs;

Maximum accumulation for 7.5 hr day is 90 day = 675 hrs; but the

Equivalent for LPN's working 12hrs is 18 weeks X 3.5 days = 63 paid days or 756 maximum paid hrs.

Part-time employees shall earn sick leave credits on a pro-rata basis to a full-time employee. An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.

24.03 VACATION ENTITLEMENTS

LPN's will receive the following percentage of gross wages as paid Vacation based upon the entitlements in 24.03 as outlined below:

6% X 2184hrs/yr = 131.04 hrs/12 = 10.92 paid vacation days

8% X 2184hrs/yr = 174.72 hrs/12 = 14.56 paid vacation days

10% X 2184hrs/yr = 218.4 hrs/12 = 18.2 paid vacation days

12% X 2184hrs/yr = 262.08 hrs/12 = 21.84 paid vacation days

ON BEHALF OF POINTS WEST LIVING
HERITAGE HOUSE INC.


VICE-PRESIDENT

DATE

NOV 8, 2019.

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES


PRESIDENT

DATE

OCT 31ST, 2019