



COLLECTIVE AGREEMENT

BETWEEN

**SAINT ELIZABETH HEALTH CARE,
AT SAGEBRUSH**

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 047 CHAPTER 056

EXPIRES: DECEMBER 31, 2023

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PREAMBLE

It is the intent and purpose of this Collective Agreement, which has been negotiated and entered into in good faith, to:

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Collective Agreement, through the Union;
- (b) maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (c) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (d) promote the morale, well-being and security of all the Employees in the bargaining unit of the Union;
- (e) secure prompt disposition of grievances, and to eliminate interruption of work and interference with the efficient operation of the Employer's business;
- (f) generally administer all terms and conditions herein in a manner consistent with the Collective Agreement.
- (g) provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 1

TERM OF AGREEMENT

- 1.01 This Agreement shall be in effect from the date of ratification by both parties to December 31, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice to amend the Agreement. Notification of desire to amend may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 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 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:
- (a) In the case of the Employer, to:
- Employee Relations
Saint Elizabeth Health Care
90 Allstate Parkway, Suite 300
Markham, ON L3R 6H3
- (b) In the case of the Union, to:
- The President
Alberta Union of Provincial Employees
10451 – 170th Street
Edmonton, AB T5P 4S7
- 1.04 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.05 The Employer and the Union may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.
- 1.06 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The term “strike” and “lockout” shall bear the meaning given them in the Alberta Labour Relations Code and amendments thereto.

ARTICLE 2

DEFINITIONS

- 2.01 "Code" shall mean *the Labour Relations Code* of Alberta.
- 2.02 "Union" shall mean the Alberta Union of Provincial Employees.
- 2.03 "Chapter" shall mean a component of a Local of the Alberta Union of Provincial Employees as assigned by the Union.
- 2.04 "Local" means Local 047; Chapter 056 of the Alberta Union of Provincial Employees.
- 2.05 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate C1947-2021
- 2.06 "Union Representative" shall mean a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or provide labour relations representation to Members of the Union.
- 2.07 "Union Steward" shall mean an Employee in the bargaining unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide labour relations representation to Members of the Union.
- 2.08 "Employer" shall mean Saint Elizabeth Health Care operating out of 5901 – 51 Street, Wetaskiwin, AB, T9A 2G9 and shall include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the community.
- 2.09 "Employee" shall mean a person covered by this Collective Agreement and who is employed by the Employer. At the time of hire, the employment status of each Employee shall be determined in accordance with the following.
- (a) "Full-time Employee" shall mean an Employee who is regularly scheduled to work the full-specified hours in the "Hours of Work" Article or the "Extended Work Day" Article of this Collective Agreement.
 - (b) "Part-time Employee" shall mean an Employee who is regularly scheduled to work less than the full-specified hours in the "Hours of Work" Article or the Extended Work Day Article of this Collective Agreement
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or Part-time position:
 - (i) for a specific job of more than three (3) months but less than eighteen (18) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- (d) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job: or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
- 2.10 "Basic Hourly Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.11 "Shift Rotation" shall mean the period of time over which a full or part-time Employee's regularly scheduled hours repeats itself
- 2.12 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation in fulfillment of the hours of work for the position as set out in the applicable job classification.
- 2.13 "Continuous Service" shall mean the period of employment commencing on the latest date of hire and that is not interrupted by termination.
- 2.14 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.15 Job Classifications
 - (a) "Health Care Aide" shall mean an Employee who has successfully completed the Health Care Aide (HCA) certificate and/or meets the standards as set out by government, and holds a position as a HCA.
 - (b) "Licensed Practical Nurse" shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.
- 2.16 "Registration" and "Practice Permit" shall take meaning from the *Health Professions Act* of Alberta.
- 2.17 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.18 In this Collective Agreement, the singular shall be deemed to include the plural and vice-versa.

ARTICLE 3

APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees covered by the Alberta Labour Relations Board Certificate number 53-2019
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Wages Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 When a difference arises out of a provision contained in this Collective Agreement and the Employer's regulations, guidelines, policies or directives cover the subject matter, the Collective Agreement shall supersede the regulations, guidelines, policies or directives.

ARTICLE 4

UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the bargaining unit and that this Collective Agreement shall apply to all Employees when employed in accordance with the applicable Alberta Labour Relations Board Certificate No.53-2019.
- 4.02 The Employer and Employees represented by the Union undertake that they will not enter into any other agreement or contract either individually or collectively which will be in conflict with the provisions of this Agreement.
- 4.03 The Union agrees that there will be no Union activity, business, or meetings, or solicitation for membership on Employer premises or during working hours except with the express written permission of the Employer or as specifically provided for in this Agreement
- 4.04
- (a) For the purposes of this Collective Agreement, the Union shall be represented by its appointed an/or elected representatives. The Chapter shall provide the Employer with a current list of the names of the Chapter Officers.
 - (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior written permission of the Employer.
 - (c) Employees shall have the right at any time to the assistance of a Union Representative when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the Wellness Manager or authorized alternate. Such approval shall not be unreasonably denied.
- 4.05 The Chapter shall be given the opportunity to make a presentation to new Employees of up to fifteen (15) minutes during the Employer's general orientation session. A copy of the Collective Agreement shall be provided to each Employee by the Employer upon commencement of employment.

- 4.06 The cost of the printing of the Collective Agreement shall be borne equally between the parties. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoice for printing the Collective Agreement will be processed by the Union. Notwithstanding the foregoing, the Union shall bear the cost of printing the first Collective Agreement
- 4.07 The Employer shall provide for the Union a bulletin board, or a portion of a designated bulletin board, in a location accessible to all Employees upon which the Union shall post its notices. The Chapter shall be permitted to post notices of meetings and such other notices, which may be of interest to Employees. The Union shall not post notices which are objectionable to the Employer and the Union agrees to remove material from the Union bulletin board which the Employer considers objectionable.

ARTICLE 5

UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 The Employer, as a condition of employment, shall deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues determined by the Union. The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union and membership in the Union shall continue to be voluntary.
- 5.02 All Employees shall be required to pay Union dues. The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the end of the month following month in which the dues were deducted.
- 5.03 With each remittance made under Clause 5.02 above, the Employer shall provide information in a printed form or by electronic file showing the Employee name, classification, Employee home mailing address, Employee phone number, current dues deducted, paid hours in the reporting period, gross earnings in the reporting period, and long-term absence status (where applicable).
- 5.04 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from, or as a result of, the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.06 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

ARTICLE 6

UNION STEWARDS

- 6.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing rights of the Employees under this Collective Agreement.
- (a) Where it becomes necessary for a Union Steward to leave their job for the purpose of addressing labour relations issues with the Employer, the Steward will request time off from their immediate supervisor and provide them a minimum of twenty-four (24) hours notice in advance, indicating the approximate time required. Time granted for this purpose is unpaid.
 - (b) In cases where the Employer requires the Steward's presence, no prior notice will be required. Union Stewards will be paid at their Basic Rate of Pay for all time spent during their regularly scheduled hours of work in attending meetings requested by the Employer plus, if required and subject to management approval, up to thirty (30) minutes before the meeting.
- 6.02 A list of Union Stewards shall be supplied by the Chapter Chair to the Wellness Manager. The Wellness Manager shall be advised, in writing, of any change to this list. The list shall be updated by the Chapter annually.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.01 The Union acknowledges and recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are relinquished or restricted by this Collective Agreement.
- 7.02 The Union acknowledges and recognizes that the management of the business and the direction of the workforce are the exclusive function of the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.
- Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) determine and establish standards and procedures for the care, welfare and safety of clients in the community;
 - (b) maintain order, discipline and efficiency;
 - (c) hire, assign, direct, transfer, upgrade, promote, demote, classify, layoff, suspend, discipline or discharge Employees;

- (d) determine classifications, hours of work, work schedules, work assignments, and the working establishment and location for any service;
- (e) determine the number and qualifications of staff required, services to be provided and the methods, procedures, equipment and technology to be used in connection therewith. This includes the right to introduce new and improved methods, equipment and technology;
- (f) make, enforce and alter, from time to time, rules and regulations to be observed by all Employees; and
- (g) take any action reasonably necessary for the protection of its clients.

ARTICLE 8

TIME OFF FOR UNION BUSINESS

8.01 The Employer may grant leave of absence with pay to Employees to attend Union conventions, seminars, education classes or other Union business (Union leave). Request for Union leave shall be submitted, in writing, with as much advance notice as possible, but no less than twenty-one (21) calendar days prior to the date the Union leave is to commence. The Employee's request shall be forwarded by the Union's standard leave of request documentation as would be needed for the Employer to invoice the Union. Subject to the efficient operations of the Employer, requests for Union leave will not be unreasonably denied. The Employer will reply, in writing, to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

Not more than two (2) Employees in total at any one time shall be allowed such leave. The aggregate number of days granted for all Employees in the bargaining unit will be limited fifteen (15) days per calendar year.

8.02 To facilitate the administration of Union leave as provided within the Collective Agreement, where Union leave has been granted, the Employer will continue the wages of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's wages or replacement wage costs, whichever is greater, and other related costs including associated administration fees as determined by the Employer which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.

8.03 Where permission has been granted by the Employee's Supervisor for a Union Steward to temporarily leave their job in order to assist with respect to a grievance, subject to the provisions outlined in Article 6: Union Stewards, the Steward shall suffer no loss of pay for the time so spent.

8.04 Negotiations

The Employer will recognize a Union Bargaining Committee comprised of up to three (3) Employees for the purpose of negotiating the renewal of this Agreement. The Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer.

When requesting such leave, the Employee or the Union shall provide a minimum twenty-one (21) days written notice to the Employer. The Employer shall invoice the Union for the Employee's wage or replacement costs, whichever is greater, plus an amount determined by the Employer to cover the cost of benefits and administration fees. The Union agrees to reimburse the Employer within twenty-one (21) days of receipt of the Employer's invoice.

8.05 It is agreed that for the purpose of W.C.B. coverage, an Employee on Union leave be deemed to be employed by the Union.

ARTICLE 9

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

9.01 In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an Employee-Management Advisory Committee (EMAC).

9.02 The Employee-Management Advisory Committee shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Assisted Living Facility and the Union. Such meetings shall be held on a quarterly basis or as agreed to by the parties.

9.03 The Employee-Management Advisory Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation.

9.04 Where there are matters of mutual concern and interest that would be beneficial if discussed at an Employee-Management Advisory Committee meeting during the term of this Agreement, the following shall apply:

- (a) The Employee-Management Advisory Committee, comprised of two (2) Employees from different job classifications and two (2) Employer representatives, shall meet at a time and place that is mutually satisfactory. A request for such meeting will be made in writing by both members of the Party requesting the meeting to both members of the other Party at least two (2) weeks prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not be matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of the Collective Agreement.

- (b) A Union Representative may, upon prior written agreement of the Employer, attend Employee-Management Advisory Committee meetings.
- (c) An Employee shall not suffer any loss of pay for attending Employee-Management Advisory Committee meeting(s).

9.05 Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be circulated to all members of the Committee. It is the responsibility of each Party to circulate the Minutes to their own constituency.

ARTICLE 10

OCCUPATIONAL HEALTH & SAFETY

- 10.01 The Employer shall maintain an Occupational Health & Safety (OH&S) Committee to consider matters of occupational health and safety and be in compliance with the *Alberta Occupational Health and Safety Act*, including Part 4 – Dangerous Work and Discriminatory Action.
- 10.02 The Union shall have two (2) Bargaining Unit members on the site-based Occupational Health and Safety Committee.
- 10.03 A Union Representative may, upon written request submitted at least two (2) weeks prior to a Health and Safety Committee Meeting, be on the agenda of the meeting for the purpose of making a presentation or acting as a resource on a particular topic. The request to attend the meeting will state the purpose, topic and length of time the Union Representative expects the matter to take and the Employer will advise the Representative, in writing, at least a week prior to the date of the meeting. Such requests by the Union shall not be unreasonably denied.
- 10.04 An Employee shall be paid the Employee's Basic Rate of Pay for time spent at Committee Meetings.
- 10.05 If recommendations by the OH&S Committee are not implemented or adequate steps do not seem to be taken in the opinion of the OH&S Committee towards implementation within two (2) months from the date the recommendation is made, the OH&S Committee may present the item to the Regional Director. A written reply will be given by the Regional Director within thirty (30) days of the presentation by the OH&S Committee.
- 10.06 An Employee shall immediately notify the Employer when they have an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify the Employer.

ARTICLE 11

RESPECT IN THE WORKPLACE

- 11.01 The Employer, Union and Employees are committed to having a safe and 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.
- 11.02 Harassment and bullying does not include normal supervision, discipline for just cause, decisions relating to an Employee's responsibilities, workloads, deadlines, reorganizations, service instructions or feedback, work evaluation, performance management, discipline or related actions, by the Employer exercising authority as part of its management responsibilities.
- 11.03 The Parties agree there shall be no discrimination, harassment, coercion or interference exercised or practiced 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 of that Employee, nor in respect of an Employee's membership or non-membership in the Union or activities of the Union and political affiliation.
- 11.04 Clause 11.03 does not apply with respect to refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 11.05 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 immediately that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact the Wellness Manager within seven (7) calendar days. In the Event the issue involves the Wellness Manager, the Employee shall contact their Union Representative within seven (7) calendar days of the alleged offensive behavior for assistance.
- 11.06 If an Employee submits a complaint of discrimination or harassment, the Employer shall conduct an investigation in accordance with Employer policy and Employees are required to cooperate with the investigation and maintain confidentiality. 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 circumstances warrant an extension. Request for such an extension on the time limits may be made by the Employer or the Union. Agreement to the extension will not be unreasonably withheld by the Union or the Employer.
- 11.07 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination.
- 11.08 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.

- 11.09 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.
- 11.10 The Employer shall cover the contents and existence of its Discrimination and Harassment and Violence in the Workplace Policies at Orientation and shall notify the Union forthwith of any changes to these policies.
- 11.11 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 the matter will only be advanced in the first forum with which the matter has been filed.

ARTICLE 12

PROBATIONARY PERIOD

- 12.01 A new Employee shall be considered to be on probation for the first five hundred three point seven five (503.75) hours actually worked, exclusive of training. If retained after the probationary period, the Employee will be credited with seniority from date of last hire.
- 12.02 Upon five (5) calendar day prior to the expected date of expiration of the initial probationary period, the Employer may make a written request to the Union for the probationary period to be extended for up to five hundred three point seven five (503.75) hours actually worked. The Union will not unreasonably deny the request for the extension.
- 12.03 If an Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

ARTICLE 13

SENIORITY

- 13.01 (a) Full-time and Part-time Employees will accumulate seniority on all hours worked at the Basic Hourly Rate of Pay since the last date of hire
- (b) An Employee who transfers from Full-time to Part-time or Temporary, or Casual status, or vice versa will be credited with seniority to a maximum of one thousand nine hundred and fifty (1950) hours per calendar year.
- (c) Employees who transfer to a new classification will accumulate seniority from their original date of hire.

- (d) Seniority will not be recognized for Casual Employees until they achieve a Regular permanent position. All hours worked at the Basic Hourly Rate of Pay up to that point shall be recognized toward seniority
- 13.02 Employees shall not acquire seniority until the successful completion of their probationary period.
- 13.03 Seniority shall be recognized only where specifically referenced in this Agreement.
- 13.04 Seniority shall be considered in determining:
- (a) appointment and filling vacancies subject to the provisions specified in Article 14: Appointments, Transfers and Vacancies; subject to Clause 13.01(c);
 - (b) preference of choosing vacation time in Article 20: Annual Vacation;
 - (c) layoffs and recalls, subject to the provisions specified in Article 29: Layoff/Recall Procedures;
- 13.05 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
 - (b) upon the expiry of twelve (12) months following the date of layoff if, during which time, the Employee has not been recalled to work;
 - (c) if an Employee does not return to work on recall, as provided in Article 29: Layoff/Recall Procedures;
 - (d) when an Employee has been absent for two (2) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
 - (e) when an Employee fails to report to work on the first day following the expiration of a Leave of Absence, vacation or sick leave, unless a reason satisfactory to the Employer is given;
 - (f) is absent from work due to illness or injury for a period of twelve (12) or more consecutive months and it has been medically determined that the Employee is not able to return to her regular duties with the Employer in the foreseeable future, subject to the applicable provisions of the *Alberta Human Rights Act*; or
 - (g) is absent from work for twenty-four (24) or more consecutive months while in receipt of Worker's Compensation, subject to the applicable provisions of the *Alberta Human Rights Act*.

13.06 Within sixty (60) days of the ratification of the first Collective Agreement, the Employer will post on the Union bulletin board and provide the Union Representative (Membership Services Officer) a copy of the seniority list setting out the names and starting dates for each Employee. The Union will have thirty (30) days to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

13.07 Temporary Transfer Out of Bargaining Unit

- (a) An Employee who is transferred to a position outside of the bargaining unit for a period of not more than eighteen (18) months shall retain, but not accumulate, her seniority held at the time of the transfer. In the event that the Employee subsequently returns to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) The above time-frame may be extended, by written mutual agreement between the Union and the Employer, for a further period of up to six (6) months.
- (c) In the event that an Employee is transferred to a position outside of the bargaining unit for a period in excess of twenty-four (24) consecutive months, they will lose all seniority held at the time of transfer. In the event the Employee is returned to a position in the bargaining unit, the Employee's seniority will accrue from the date of her return to the bargaining unit.

13.08 Seniority List

The Employer shall maintain a seniority list showing the current classification, status (full-time, part-time) and the hours worked for each Employee.

- (a) Where two or more Employees in the same job classification have the same seniority, seniority for those Employees will be determined by a random draw performed by the Employer in the presence of a Union representative.
- (b) The updated seniority list will be sent to the Union Representative (Membership Services Officer) not less than one (1) time each year. The Union and affected Employees will have fifteen (15) calendar days to make written objections to the accuracy of the lists, failing which the seniority list will be deemed to be accurate.

ARTICLE 14

APPOINTMENTS, TRANSFERS, AND VACANCIES

14.01 The Employer shall post notices of new and vacant positions within the bargaining unit not less than five (5) calendar days in advance of making an appointment. A copy of all postings shall be provided to the Chapter Chair. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.

- 14.02 Applications for vacancies shall be made in accordance with the Employer's process. Postings will stipulate qualifications, employment status, classification, hours of work, date of posting, and date the posting closes.
- 14.03 The Employer may temporarily assign an Employee to a job vacancy until the posting procedure has been completed and the position has been filled.
- 14.04 The Employer may advertise externally during the posting period. If there are no successful applicants from within the bargaining unit, the Employer may hire an Employee from outside the bargaining unit.
- 14.05 When filling vacancies within the bargaining unit, the determining factors shall be the most relevant job-related skills, training, knowledge and other requisite attributes as determined by the Employer and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor for internal applicants.
- 14.06 The successful applicant will be placed in the new position for a trial period of five hundred three point seven five (503.75) hours actually worked. If, during the trial period, either the Employee or the Employer determines that the Employee is not suitable for the position, the Employee will be reassigned to their former position in the bargaining unit, as will any Employee affected by the returning Employee.
- 14.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected by the Parties' statutory obligation to accommodate placement.
- 14.08 A Permanent Employee who applies for, and is successful, on a temporary posting shall maintain their status as a Permanent Employee. A Casual Employee who applies for, and is successful, for a temporary position shall remain a Casual Employee for the first twelve (12) months. At the completion of the temporary term, the Regular Employee shall return to their former position, and a Casual Employee returns to their casual Status.
- 14.09 Temporary vacancies of eighteen (18) months or less will not be posted and will be filled at the discretion of the Employer. The duration of the temporary positions may be extended upon agreement of the Union and such agreement shall not be unreasonably withheld.

ARTICLE 15

HOURS OF WORK

- 15.01 This Article defines the normal hours of work. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.
- 15.02 Employees who work a schedule in excess of seven and a half (7.5) hours per shift are covered by Article 17: Extended Work Day

- 15.03 Employees who work seven point five (7.50) hours:
- (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall be a minimum of seven point five (7.50) hours per shift and thirty-seven point five (37.5) hours weekly averaged over an Employee's shift rotation.
 - (b) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to seven point five (7.50) hours per shift and less than thirty-seven point five (37.5) hours weekly averaged over the Employee's shift rotation.
 - (c) Regular hours of work for Casual Employees, exclusive of meal periods, shall be up to seven point five (7.50) hours per shift.
- 15.04
- (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
 - (i) at least eleven point five (11.50) hours off duty between shifts;
 - (ii) two (2) consecutive days of rest at least one (1) time in a four (4) week schedule. For Regular Full-Time Employees, the two (2) consecutive days of rest shall be a Saturday and Sunday.
 - (iii) an Employee will not be scheduled to work more than six (6) consecutive shifts.
 - (b) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 15.05
- (a) Employees working seven point five (7.50) hour shifts shall be:
 - (i) permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.
 - (ii) permitted one (1) unpaid meal period of thirty (30) minutes.
 - (b) Employees working less than a full shift will only receive rest periods as per 15.05 (a)(i) and shall be provided with a meal period for any shifts of five (5) hours or more in duration.
 - (c) An Employee required by the Employer to work, or be readily available to work, in excess of the regular hours of work as defined in Clause 15.03, due to being recalled during their unpaid meal period will be compensated at the Employee's Basic Hourly Rate of Pay should the Employer be unable to re-schedule the Employee's meal later in the same shift.
- 15.06
- (a) Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full-time hours of work. Such Employees shall notify the Wellness Manager of their availability to do extra shifts in writing by the middle of the month before the month for which they are available. The Employer will maintain a list of available Employees by seniority. As shifts become available, the Employer will contact the Employees starting with the most senior Employee and proceed down the list in order of seniority on a rotational basis. The Employer shall bypass:

- (i) a Part-time Employee on the list who would be eligible for overtime if scheduled to work an available shift; and /or
 - (ii) a Part-time Employee who has already worked an extra shift in the stipulated time period
 - (b) Additional hours requested by the Employee shall not be subject to the restrictions in Clause 15.03.
 - (c) If all available shifts are not filled then Casual Employees may be assigned shifts as equitably as possible.
- 15.07 Employees will not be required to work split shifts, except by mutual agreement between the Employee, Employer, and Union.
- 15.08 Casual Employees
- (a) Casual Employees are required to provide their availability in advance, consisting of a minimum of four (4) weekdays and three (3) weekend days (Saturday or Sunday) of availability per month. As a casual Employee, there is no guarantee or commitment of scheduled hours, and hours of work may vary and be irregular. Casual Employees' employment status will be maintained by a monthly submission of availability. An Employee who fails to provide availability for two (2) consecutive months will be deemed to have abandoned their position and their employment will be terminated. Once a Casual Employee has accepted a shift, they must work that shift.
 - (b) The scheduled hours will consist of days, evenings, nights and/or weekends. Scheduled shifts may vary between three (3) and twelve point two five (12.25) hours in duration, inclusive of a half-hour unpaid break every five (5) hours worked.
 - (c) Casual Employees are required to be available on five (5) named holidays per year, one of which shall be Christmas Day or New Years' Day.
- 15.09 Based on client or operational needs, the Employer may change the master schedule, hours of work or work availability requirements, at any time, upon the provision of fourteen (14) days' notice to the Union. Subsequent to notifying the Union, the Employer will activate the process for implementing the changes.
- 15.10 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due, therefore, at the applicable rate of pay. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 16

SCHEDULING

- 16.01 The work schedule shall be posted on a monthly basis two (2) week(s) prior to the start of the following scheduling period.
- 16.02 When the Employer requires a temporary or on-going change in the scheduled start/stop times or days of work with less than seven (7) calendar days notice, the Employee shall be paid at one point five times (1.50 X) for all hours worked on the first shift of the changed schedule.
- 16.03 (a) After the schedule is posted, Employees may exchange their scheduled shifts with their co-workers, if required, provided that the exchange request is:
- (i) agreed to, in writing, between the affected Employees; and
 - (ii) submitted to their Manager for approval at least seven (7) calendar days prior to the change
- (b) Where such a request is made, the Employer's reply shall also be in writing no more than two (2) business days after the request is made.
- (c) Shift exchanges are permitted for shifts of equal length and for full shifts only.
- (d) Shift exchanges must be completed within the same bi-weekly pay period(s).
- (e) Any exchange of work-hours shall not result in overtime compensation to either Employee.
- (f) Employees are allowed one (1) shift exchange in each scheduling period, regardless of who initiates the request.
- 16.04 In the event of inability to work due to illness or emergency, the Employee will notify the Manager or designate a minimum of two (2) hours prior to the start of their morning shift or four (4) hours prior to the start of their evening or night shift, who will arrange coverage of the Employee's scheduled shift for that day
- 16.05 Where required, all Regular Employees will be assigned work on statutory holiday weekends/schedules on a rotation basis. Regular Employees are expected to work one of either Christmas-Boxing Day or New Years' period. Statutory holiday weekends include Saturday and Sunday and the named holiday preceding or following. "Christmas" shall include up to a maximum of two (2) days comprising of December 25th and December 26th. "New Year's" shall include up to a maximum of two (2) days comprising of December 31st and January 1st. The Employer will endeavour to rotate staff between Christmas and New Year's from year to year, if practicable, based on the operational needs of the Employer and the availability of staff.

ARTICLE 17

EXTENDED WORK DAY

17.01 The Hours of Work terms and conditions in Article 15 shall apply to extended work days except where modified as follows:

- (a) For the purposes of extended shifts only, the following definitions will apply.
 - (i) "Full-time Employee" is one who is regularly scheduled to work up to eleven point five (11.50) hours, exclusive of unpaid breaks, to a maximum of forty-four (44) hours per week averaged over a four-week period.
 - (ii) "Part-time Employee" is one who is regularly scheduled to work less than one hundred seventy-six (176) hours averaged over a four-week period, exclusive of unpaid meal periods.
 - (iii) "Extended Shift" will mean a daily shift of up to eleven point five (11.50) hours exclusive of unpaid breaks.
- (b) Provisions
 - (i) There will be one (1) unpaid meal period of thirty (30) minutes for each full period of five (5) hours during the extended shift.
 - (ii) There will be one (1) paid rest period of fifteen (15) minutes during each full period of three point eight three (3.83) hours during the extended shift.
 - (iii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (iv) Schedules will provide:
 - at least eleven (11) hours off between shifts;
 - at least two (2) consecutive days of rest;
 - at least twenty-two (22) hours off duty between shift change over between extended shifts; and,
 - at least one (1) weekend off in four (4) over a four (4) week period;
 - no more than four (4) consecutive extended shifts

- (c) Overtime is all hours authorized by the Employer and worked by the Employee in excess of twelve (12) in a day or more than one hundred seventy-six (176) hours averaged over a four (4) week period. Overtime, as defined above, will be paid at overtime rates.
- (d) The annual vacation entitlement an Employee received under the extended work day schedule will correspond exactly in hours to the vacation entitlement of a seven point five (7.50) hours schedule. All other matters pertaining to annual vacation will be pursuant to the Collective Agreement.
- (e) For Full-time Employees, the one (1) day off with pay or payment in lieu of Named holidays referred to in Article 23 will be paid at seven point five (7.50) hours per Named holiday, and in no instance will a Full-time Employee be paid in excess of eighty-two point five (82.50) hours annually for such Named Holidays benefits.

ARTICLE 18

OVERTIME

- 18.01 Overtime is all time authorized by the Employer and worked by an Employee covered under Article 15.03 (a)(b)(c):
 - (a) in excess of twelve (12) work hours per day; or
 - (b) in excess of eighty-four (84) hours of work in a bi-weekly pay period.
- 18.02 Overtime hours shall be paid at one point five (1.50 X) times the Basic Rate of Pay.
- 18.03 The Employer shall not reduce an Employee's regular hours of work to compensate for any overtime hours worked.
- 18.04 Where more than an additional three (3) hours is worked following a shift, the Employer shall provide the Employee with a thirty (30) minute unpaid break.
- 18.05 Overtime shall be based upon the Employee's Basic Rate of Pay and there shall not be any duplicating or pyramiding of overtime under this agreement.
- 18.06 Overtime shall be paid out on each bi-weekly pay period.

ARTICLE 19

WAGES

- 19.01 The Basic Hourly Rates of Pay as set out in the Wage Schedule is applicable to all Employees covered by this Collective Agreement.

19.02 All Employees shall be paid on a bi-weekly basis, by direct deposit in accordance with the Employer's established practice and each Employee shall be provided with an itemized statement of earnings and deductions.

19.03 It is understood that Employees may require time at their worksite to adequately prepare for the beginning of their assigned shift, or to complete activities necessary at the end of their shift, to enable a smooth transition between shifts. Any time worked in excess of fifteen (15) minutes at the end of the shift shall be paid in accordance with Article 18 Overtime. Any time beyond this transition time must first be authorized by the Manager or designate.

19.04 (a) A Full-time Employee shall be entitled to increments on the wage grid upon the completion of one thousand nine hundred fifty-seven point five (1957.50) hours of service, at Basic Hourly Rate of Pay, with the Employer, exclusive of overtime.

(b) Part-time, Temporary and Casual Employees shall be entitled to increments on the wage grid upon the completion of one thousand nine hundred fifty-seven point five (1957.50) hours of service, at Basic Hourly Rate of Pay, with the Employer, exclusive of overtime.

19.05 When an Employee is transferred to a classification with a higher Basic Hourly Rate of Pay, they shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing Basic Hourly Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification that provides them with an increase in their Basic Hourly Rate of Pay.

19.06 When an Employee is transferred to a classification with a lower Basic Hourly Rate of Pay, their wage shall be adjusted immediately to the Basic Hourly Rate of Pay they would have been entitled to had they been in the lower rated classification from commencement of employment.

19.07 Recognition of Previous Experience

Effective upon ratification of the agreement, when a new Employee has experience satisfactory to the Employer, the Employee's starting wage shall be adjusted as follows:

(a) Partial Years of experience and experience prior to two (2) year lapse will not be recognized.

(b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to Step 2 of the wage scale.

In order for previous experience to be considered by the Employer, it shall be the responsibility of the newly-hired Employee to provide to the Employer proof of recent related experience. If the Employee fails to do so within two (2) months of their date of hire, they will not be entitled to the recognition of previous experience.

19.08

Overpayment and Underpayment

- (a) Should the Employer issue an Employee an overpayment/underpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments. The Employer shall take such internal administrative action as is necessary to correct such errors, providing such corrective action is taken within six (6) months of the overpayment/underpayment.
- (b) In the event an Employee is overpaid, the Employer shall notify the Employee, in writing, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to twenty percent (20%) of the Employee's gross earnings per pay period.
- (c) In the event an Employee is underpaid, the Employee shall notify the Employer in writing, that an underpayment has been made. If the amount of the underpayment is in excess of two hundred dollars (\$200.00) the full amount will be paid to the Employee within five (5) business days. If the amount of the underpayment is less than two hundred dollars (\$200.00) the full amount will be paid to the Employee in the pay period following the date on which the error come to the Employer's attention.

ARTICLE 20

PYRAMIDING

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

20.02 Where two or more applicable premiums are expressed as multiples of the Basic Hourly Rate of Pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 21

SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL

21.01 An Evening Premium of one dollar and seventy-five cents (\$1.75) per hour will be paid when working a shift where the majority of the shift falls within the period between fifteen hundred (15:00) hours and twenty three hundred (23:00) hours (Monday to Friday).

21.02 A Night Premium of three dollars (\$3.00) per hour will be paid when working a shift where the majority of the shift falls within the period of twenty three hundred (23:00) hours and zero seven hundred (07:00) hours (Monday to Friday).

- 21.03 A Weekend Premium of two dollars (\$2.00) per hour will be paid when working a shift where the majority of the shift falls within the period of zero seven hundred (07:00) hours Saturday to zero seven hundred (07:00) hours on a Monday.
- 21.04 The Evening, Night and Weekend Premiums shall not be considered as part of the Employee's Basic Rate of Pay and shall not be included in the calculation of overtime.

ARTICLE 22

CHARGE PAY PREMIUM

- 22.01 Where the Employer designates a Licensed Practical Nurse (LPN) to assume responsibility in the absence of a Management Team member, the LPN shall be paid an hourly premium of three dollars and fifty cents (\$3.50) for the hours for which the LPN is assigned Charge Duty.

Charge pay is not included in any calculation of overtime.

ARTICLE 23

NAMED HOLIDAYS

- 23.01 All Regular Full-time Employees shall be entitled to receive a days' pay for the following Named Holidays:

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

any day proclaimed to be a holiday by:

- (a) The Government of the Province of Alberta; or
- (b) The Government of Canada.

- 23.02 Qualifying for Named Holiday Pay

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 for reasons acceptable to the Employer; and
- (b) work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

23.03 Employees on layoff status, maternity leave, parental/adoption leave, Workers' Compensation, sick leave, or long-term disability on the date of the recognized holiday are not entitled to Named Holiday Pay.

23.04 Full-Time Employees

(a) Named Holiday Pay

Employees obligated to work on the Named Holiday shall receive in addition to the day's pay outlined in Clause 15.02, one and one-half (1½ X) times the Basic Rate of Pay for all hours worked.

(b) Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday shall be incorporated into the vacation period and the Employee shall then retain one day of vacation in their vacation bank.

(c) Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive: payment for such date at their Basic Rate of Pay.

23.05 (a) Part-time, Temporary, and Casual Employees shall be paid bi-weekly, in addition to their earnings, four point two percent (4.2%) of their earnings in lieu of Named Holiday benefits.

(b) All part-time and casual Employees required to work on a Named Holiday shall be paid, in addition to Clause 23.05(a), one point five times (1.50 X) their Basic Hourly Rate of Pay,

23.06 An Employee shall be scheduled so as to provide them with either Christmas Day or New Year's Day off each year during the same holiday season, unless otherwise requested by the Employee. 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. The Employer agrees to lift the shift giveaway/exchange limitation during the Christmas and New Year's pay periods.

ARTICLE 24

ANNUAL VACATION

24.01 **Vacation Entitlement**

(a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and at the rate of earning entitlement as follows:

Employee Group (LPN* and HCA)	During Years of Service	Entitlement (Vacation days or pay)
Full time and Part Time	0 to 3 years	10 days
	3 to 10 years	15 days
	10+ years	20 days
Casual	0 to 5 years	4%
	5+ years	6%

* Current LPN's to be red circled

(b) The entitlement for Part time shall be prorated to their Full-Time Equivalency (FTE). Part-Time Employees shall also earn vacation on extra shifts worked at the Basic Rate of Pay.

(c) Casual Employees shall receive vacation pay on each pay cheque paid out of a percentage of all hours worked at the Basic Hourly Rate of Pay.

24.02

(a) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. A vacation period may be divided by mutual agreement between the Employee and the Employer.

(b) There shall be three (3) identified vacation periods:

(i) March 15 to April 15 Break: Request Due Date -December 1; Supervisor Approval – by December 15

(ii) June 15 – Sept 15: Request Due Date – March 1; Supervisor Approval – by March 31

(iii) December 15 – January 15; Request Due Date – Oct. 1; Supervisor approval by October 31

(c) An Employee must submit a written vacation request for non-peak time six (6) weeks prior. The Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.

24.03

A request to utilize vacation shall be made, in writing, to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.

- 24.04 Employees are limited to ten (10) days of vacation during peak periods:
- (a) June 15 to September 15; and
 - (b) December 15 to January 15
- 24.05 For vacation requests submitted in the ten (10) day period prior to the deadline dates identified in Clause 24.02 (b) for each of the three (3) vacation periods, seniority within each classification and each program shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- 24.06 An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement. Any vacation not used or scheduled by January 1st of each year may be scheduled by the manager. Any vacation still unused beyond this accrual shall be paid out as of March 31st of each year.
- 24.07 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.
- 24.08 Vacation upon Termination
- (a) An Employee who terminates their service or who is terminated shall receive their remaining vacation pay earned but not paid.

ARTICLE 25

LEAVE OF ABSENCE

- 25.01 This Article will have no application to Casual Employees.
- 25.02 Provisions Governing Legislated Leaves of Absence
- The following provisions are applicable to all leaves of absence except where otherwise stated in the Employment Standards Code:
- (a) To be eligible for legislated leaves of absence, Employees must have been employed at least ninety (90) days unless specified otherwise.
 - (b) All leaves of absence are unpaid unless specifically noted otherwise.
 - (c) Application for a leave of absence shall be submitted, in writing, to the Employer as early as possible but in no case less than that required by legislation. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.
 - (d) Employees absent on a legislated leave of absence must give the Employer written notice of return to work as required by legislation for that Leave of Absence.

- (e) An Employee who neglects to return at the end of the approved leave of absence shall be deemed to have terminated their employment.
- (f) During an unpaid leave of absence of thirty days (30) or greater, an Employee shall not be entitled to accrue any named holidays, vacation, or other employment entitlements.
- (g) During an approved unpaid leave of absence, the Employer agrees to continue to pay the Employer's share of the bi-weekly benefit plan premiums for the remainder of the month in which the leave of absence commences.
- (h) Employees making application for any of the legislated Leaves of Absence should consult the *Employment Standards Code* for full details of the procedures and entitlement for any variation from, or addition to, the information provided in this Article.

25.03

Bereavement Leave

- (a) Full-time and Part-time Employees shall be granted up to three (3) consecutive calendar days' bereavement leave at Basic Rate of Pay in the event of the death of the following relatives of the Employee:

spouse (including common-law and /or interdependent partner)	
fiancé(e)	grandparent
child	sister-in-law
parent	brother-in-law
step-child	step-parent
parent-in-law	grandchild
brother	son-in-law
sister	daughter-in-law
legal guardian	

The employer may extend bereavement leave by two (2) additional days where return travel in excess of six hundred (600) kilometers is required. Such extension shall be without pay.

- (c) For the death of all other relatives as listed in the Employment Standards Code other than those in Clause 25.03(a), Employees shall be granted up to three (3) days of unpaid leave.
- (d) In the event of the death of another relative, not listed in Clause 25.03(a) or referenced in Clause 25.03(c), or close friend, and subject to the efficient operation of the Employer, the Employer may grant up to one (1) working day off without pay to attend the funeral service.

25.04

Maternity and Parental Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to sixteen (16) weeks of maternity leave and up to sixty-two (62) weeks' parental leave. Such leaves must be taken consecutively.

- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days' notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental 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 benefits, if any.
- (d) An Employee who is the parent of a newborn or newly adopted child and who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to sixty-two (62) weeks of parental leave.
- (e) An Employee shall provide twenty-eight (28) days' notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with Clause 25.04(e).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within seventy-eight (78) weeks of the date a child is born or an adopted child is placed with the parent.
- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of their readiness to return to work, following which the Employer will reinstate the Employee in the same or equivalent position at not less than the same step on Schedule 'A' and with the seniority that accrued to the Employee up to the date the leave of absence commenced.

25.05

Jury or Witness Duty

- (a) A leave of absence will be granted to an Employee who is:
 - (i) required by law to serve as a juror; or
 - (ii) for matters arising out of their employment with the Employer, is subpoenaed as a witness in a court of law.

The Employee shall notify the Employer as soon as possible after they receive notice of jury duty or to appear as a court witness. The Employer may require the Employee to provide proof of being summoned to jury duty or to appear as a court witness.

- (b) Leave of absence for jury or witness duty will be without pay.

25.06 Compassionate Care Leave

- (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence, without pay and benefits, for a period up to twenty-seven (27) weeks.

Immediate family member shall mean mother, father, spouse, including fiancé(e), or child, in accordance with the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.
- (c) Approval of compassionate care leave shall be subject to the Employee fulfilling the eligibility requirements of the Employment Insurance regulations for such leave of absence.

25.07 Other unpaid Legislated Leaves of Absence entitlements per the Employment Standards Code include:

- Citizenship ceremony leave
- Critical illness leave
- Death or disappearance of child leave
- Domestic violence leave
- Long-term illness and injury leave
- Personal and family responsibility leave
- Reservist Leave

25.08 Provisions Governing Discretionary Leaves of Absence

The following provisions are applicable to all leaves of absence except where otherwise stated:

- (a) Application for a leave of absence shall be submitted, in writing, to the Employer as early as possible. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.
- (b) Approval of leaves of absence shall be at the discretion of the Employer. Applications for such leave may be made on thirty (30) days written request if an Employee has been employed for at least one (1) continuous year. Granting such leave will be dependent on the needs of the operation. The Employer shall respond, in writing, within fourteen (14) calendar days of receiving an Employee's application for a leave of absence.
- (c) An Employee who neglects to return at the end of the approved leave of absence shall be deemed to have terminated their employment.
- (d) An Employee wishing to extend their leave of absence shall submit a request, in writing, to the Employer as early as possible in advance of the original end date of the leave of absence. The request for extension shall indicate the revised end date for the leave of absence. Approval of the extension of a leave of absence is at the discretion of the Employer.

- (e) During an unpaid leave of absence of thirty days (30) or greater, an Employee shall not be entitled to accrue any named holidays, vacation, or other employment entitlements.
- (f) During an approved unpaid leave of absence, the Employer agrees to continue to pay the Employer's share of the bi-weekly benefit plan premiums for the remainder of the month in which the leave of absence commences.
- (g) For general leave only – Subject to the approval of the benefit plan carrier, an Employee may elect to continue their group benefit plan coverage for three months during the leave of absence by notifying the Employer, in writing, of their request. If continued coverage is approved by the benefit plan carrier, the Employee must pre-pay the full bi-weekly benefit plan premium, on a bi-weekly basis prior to the week to be covered. Failure to make this payment shall result in cancellation of the Employee's coverage under the said group benefit plan during the leave of absence

ARTICLE 26

SICK LEAVE

- 26.01 (a) Sick leave credits are earned for the sole purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health-related portion of maternity leave.
- (b) Sick leave with pay is only payable because of sickness and Employees who are absent from duty because of illness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and Employees must notify the Employer prior to their return.
- 26.02 Full and Part-time Employees shall accumulate sick leave credits based on their hours worked. Credits will accrue bi-weekly at the rate of three point zero eight percent (3.08%) of each hour worked to a maximum of eight (8) days or sixty (60) hours per year. Sick leave credits can be accumulated from year to year to a maximum of ninety (90) days or six hundred seventy-five (675) hours. Any unused sick leave credits will not be paid out upon the end of an Employee's employment or a change in their work status.
- Accruals will be prorated on hours worked for Part-time Employees.
- 26.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter, as required by the Employer.

- 26.04 An Employee granted sick leave shall be paid for the period of such leave at their basic hourly rate of pay and the time thus paid shall be deducted from their accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 26.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. When an Employee has been placed on a formal attendance management program, they shall provide proof of illness for every absence while they remain on the attendance management program. Other than individuals on attendance management programs, when an Employee is required to provide a medical certificate or proof of illness they shall be advised prior to their return to work.
- 26.06 An Employee who has exhausted their sick leave credits during the course of an illness or injury, and the illness or injury continues, may be granted a leave of absence without pay and benefits from the Employer.
- 26.07 (a) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) is not capable of resuming work pursuant; or
 - (ii) for whom, after a reasonable effort having been made, alternate employment is not available,
- it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 26.08 Employees shall make every reasonable effort to schedule their medical appointments outside scheduled hours of work but should that not be possible, provided that they have been given prior authorization by the Employer, sick leave credits may be used for the time required for the appointment.
- 26.09 Should an Employee require in-patient hospital care during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization provided they notify their Employer upon return from vacation and provides satisfactory physician documented proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

ARTICLE 27

EMPLOYEE BENEFIT PLAN

- 27.01 The Employer shall provide to all eligible Full-time Employees group benefits plans as set out below, subject to the terms and conditions of the contract with the carrier, including any enrolment requirements.

- (a) The Employer agrees to pay its portion of the billed premium towards coverage of eligible Employees in the active employ of the Employer under the extended health care plan and dental care plan, provided that the balance of the bi-weekly premium is paid by the Employee through payroll deduction. The Employer portion of the billed premiums are as follows and may be subject to change:
- Ninety percent (90%) for Tier 1 (Basic)
 - Sixty-five percent (65%) for Tier 2 (Comprehensive)
 - Fifty percent (50%) for Tier 3 (Enhanced)
- (b) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible Employees in the active employ of the Employer for a group life insurance plan and accidental death and dismemberment benefits.

27.02 Part-time Employees who work an average of twenty-two point five (22.50) hours per week during the first three (3) months of employment may be eligible to participate in the part-time group benefits plans, excluding the long term disability plan. For continued participation in the benefits plans, Part-time Employees must maintain an average of twenty-two point five (22.50) hours per week. Application and coverage is subject to the terms and conditions of the contract with the carrier. The Employer's share of premium contributions for applicable benefits shall be the same as for Full-time Employees provided that the balance of the monthly premium is paid by the Employee through payroll deduction.

27.03 Temporary Employees are not eligible to participate in the group benefits plans.

27.04 The Employer may, at any time, substitute another carrier or carriers to provide the group benefits plans. The Employer shall notify the Union of any change in carrier(s) within thirty (30) days prior to the change coming into effect.

27.05 Any disputes regarding an Employee's benefit claim shall be a matter solely between the Employee and the carrier and shall not be the subject of a grievance or arbitration.

ARTICLE 28

WORKERS' COMPENSATION

28.01 Employees in receipt of Workers' Compensation benefits will be paid directly by Workers' Compensation Board (WCB).

28.02 An Employee receiving Workers' Compensation benefits shall be deemed on leave and shall:

- (a) maintain all hours worked prior to receiving compensation for the purpose of any applicable wage increments.

- (b) maintain their group benefits as outlined in Article 27 for a period of up to one (1) year by continuing to pay the full cost of the benefit premiums to the Employer on a bi-weekly basis.

28.03 The Employee shall keep the Employer informed of the progress of their condition on an ongoing basis.

ARTICLE 29

LAYOFF/RECALL PROCEDURE

29.01 In the event that a reduction of staff is required, layoffs will occur by classification, in order of reverse seniority provided that the Employees who remain have the qualifications, skills and ability to perform the work available without any additional training. The Employer has the right to move unaffected staff to other units and/or shift times in order to maintain stable staffing.

29.02 The Employer will give the Union Representative (Membership Services Officer - MSO) written notice of an impending layoff(s) three (3) business days before notifying affected Employees of the layoff. The Union agrees to respect confidentiality of the impending layoff(s) until the Employer has communicated the changes to its Employee(s).

The Employer will provide notice in writing to Employees to be laid off at least fourteen (14) calendar days prior to the date of the layoff.

When an Employee is on an approved Leave of Absence or receiving Workers' Compensation benefits, the notice of layoff shall be served when the Employee has provided notice of readiness to return to work, unless the Employee requests otherwise.

29.03 The Employer will post a current seniority list per Article 13 concurrent with notifying the affected Employees of their layoff.

29.04 The parties will schedule a consultation meeting between the affected Employee(s), the Employer, and the Union Representative if such meeting is requested by the Union Representative or the affected Employee(s).

The meeting shall not be unreasonably delayed as a result of the unavailability of a Union Representative.

29.05 Reduction of Hours:

Should the Employer need to decrease the regularly scheduled hours of work of an Employee, the Employer will advise the Employee in writing twenty-eight (28) calendar days in advance of the posting of the next Master Schedule.

Casual Shifts

29.06 Casual Employees may be utilized while full-time or part-time Employees are on layoff.

Employees on full layoff, or who have had their regularly scheduled hours reduced, shall have the option to be on the Casual list and receive first offer to pick up shifts as they become available up to the Employee's previous regular hours. Calls made for available Casual shifts will be in order of seniority of those Employees who have notified the Employer, in writing, of their availability. Employees shall have the right to refuse calls for Casual shifts without affecting their right to recall.

This obligation of first offer of Casual shifts shall expire at six (6) months from the date the Employee was reduced in regularly scheduled hours or laid off.

29.07 No new Full-time or Part-time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications, skills and ability to perform the work required and are available to do so.

29.08 Where a vacancy occurs in a position following a layoff, the affected Employee will be offered the opportunity to return to their former position providing they have recall rights and is qualified, having the skill, ability, and experience to perform the available work. Where the Employee returns to her former position there shall be no obligation to consider the vacancy under Article 14.01.

29.09 The implementation of this Article, including revision to shift schedules necessitated as a direct result from the reduction of Employees under Clause 29.01, shall not constitute a violation of the terms of this Collective Agreement.

29.10 For a maximum period of six (6) months, Employees affected by layoff and not receiving severance pay shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.

29.11 Other than the continuance of certain benefits as may be arranged under Clause 29.10 and the retention of seniority under Article 13 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Clause 29.13

Recall

29.12 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.

29.13 Recalls shall be carried out in order of seniority provided the Employee being recalled has the qualifications, skills and abilities to perform the required work satisfactorily.

The method of recall to a Regular position shall be by telephone at the number designated by the Employee, and, if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same.

The Employee so notified will report for work as directed, but in any event shall notify the Employer of their intent no later than two (2) business days following the date on which the Employer notified the Employee by phone or by verifiably delivered mail. Failure to notify the Employer shall result in a deemed resignation and loss of all seniority rights.

29.14 Termination of Recall Rights

The employment of an Employee shall be considered terminated when the Employee does not accept recall to a Regular position, or has been on layoff for six (6) months without being recalled, whichever first occurs.

29.15 Severance

In the event of layoff resulting in permanent reductions of regular Employees, severance pay, calculated by averaging the Employee's wages during the previous thirteen (13) weeks, shall be granted in accordance with Alberta Employment Standards.

29.16 Casual and Temporary Employees

This Article shall have no application to Casual and Temporary Employees.

ARTICLE 30

DISCIPLINE, SUSPENSION OR DISCHARGE

30.01 With just cause, an Employee may be disciplined, suspended with or without pay, or dismissed. The discipline, suspension, or release of a probationary Employee shall not be subject to grievance or arbitration.

30.02 The Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice. Notwithstanding the foregoing, the Employer may immediately place the Employee on paid suspension, pending an investigative and/or disciplinary meeting with the Employer, or dismiss an Employee where warranted

30.03 Should an investigation determine there is behaviour that could result in discipline, the Employee shall have the right to Union representation during the formal investigative meeting and/or disciplinary meeting with the Employer. The unavailability of the chosen Union Representative (MSO) or Union Steward shall not unduly delay the meeting.

30.04 When disciplinary action is taken against an Employee, the Employee shall be informed, in writing, as to the reason(s) for such action.

30.05 Any letter(s) of reprimand, shall not be relied upon for further disciplinary action after a period of twenty-four (24) months following the receipt of the last such letter, providing the Employee's record has been discipline-free during the applicable twenty-four (24) months of employment. The twenty-four (24) month period shall be extended by the length of time an Employee is absent from work for an accumulated period of more than thirty (30) days except for periods of vacation.

An unpaid, disciplinary suspension for any reason shall not be relied upon for further disciplinary action after a period of thirty-six (36) months from the last day of suspension providing the Employee's record has been discipline-free during the applicable thirty-six (36) months. The thirty-six (36) month period shall be extended by the length of time an Employee is absent from work for an accumulated period of more than thirty (30) days except for periods of vacation.

30.06 When an Employee has grieved a disciplinary action, and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the Employee's file shall reflect the resolution, provided the grievance is abandoned.

30.07 Once a year, or if the Employee has commenced grievance proceedings under Article 31, the Employee may:

(a) With at least twenty (20) working days' written notice to the Employer, an Employee shall have access to their employment file and shall be provided with copies of documents upon request. The Employee may give written authorization for their Union Representative to have such access with the stipulated notice to the Employer.

(b) The Employer may charge reasonable copying fees where the Employee has requested the entire contents of the file for reasons other than a grievance.

30.08 In the event the Employer reports an Employee to their licensing body or Protections for Persons in Care (PPIC), the Employer shall provide the Employee with a copy of the letter.

ARTICLE 31

GRIEVANCE PROCEDURE

31.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.

31.02 All agreements reached under the grievance procedure between the Employer and the Union will be final and binding upon the Employer, the Union and the Employee(s).

31.03 Authorized Representatives

An Employee may be assisted and represented by a Union Steward or Union Representative when presenting a grievance.

A Union Steward shall not leave their work without obtaining consent from management, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance, provided that the Union Steward does not leave the Employer's premises. Overtime rates shall not apply to any time spent by the Union Steward as contemplated in this Article.

31.04 Time Periods

For purposes of this Article, days shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 23.

The time limits and procedures set out in the grievance provisions herein are mandatory. Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed, in writing, to extend the time limits. Should the Employer fail to comply with any time limits in this Article, 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.

31.05 Individual Grievance

An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at "the initial problem solving stage" of the grievance procedure as outlined in Clause 31.09, except in cases of unpaid suspension or dismissal which may commence at Step 2.

31.06 Policy Grievance

A grievance arising directly between the Employer and Union concerning the interpretation, application, or alleged violation of this Agreement shall be originated at Step two (2) within ten (10) days of the date the aggrieved Party first became aware of, or reasonably should have become aware of, the event leading to the grievance. A policy grievance filed by the Union shall be presented to the Regional Director or their designate. A grievance filed by the Employer shall be presented to the Union President.

A meeting will be arranged between the parties by the party originating the grievance. The decision of the non-grieving party will be delivered, in writing, to the representative of the other party within twenty (20) days of the meeting.

31.07

Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance in writing signed by each Employee who is grieving, to the Regional Director or their designate at Step 1 within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employees.

31.08

Discharge Grievance

The release of a probationary Employee shall not be subject to the grievance procedure.

A claim by an Employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the Employee at Step 2 within five (5) days after the date of the discharge is affected.

31.09

Initial Problem-Solving Stage

The Parties agree that differences shall be resolved as quickly as possible. It is understood that an Employee has no grievance until they have addressed their concern with their Wellness Manager. Such concern shall be discussed within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. After the discussion, the Wellness Manager shall confirm their response to the Employee, in writing, within ten (10) days.

31.10

Formal Dispute Resolution

Step One

If the complaint is unresolved at the Initial Problem-Solving Stage, a written grievance may be submitted, dated and signed by the Union, to the Wellness Manager or designate, within ten (10) days from receipt of the written decision of the Manager. The Wellness Manager or designate and an Employer Labour Relations representative shall meet with the Union Steward or Union Representative and the Grievor to discuss the concern within ten (10) days from receipt of the grievance. The meeting will be arranged by the Wellness Manager. The Wellness Manager or designate shall notify the Grievor and the Union of their decision, in writing, within twenty (20) days of the meeting.

Step Two

If the complaint remains unresolved after Step 1, the grievance may be submitted, in writing, to the Regional Director or her designate within ten (10) days of the decision in Step 1. Within ten (10) days from receipt of the grievance, the Regional Director or her designate will arrange a meeting between the Regional Director or designate and an Employer Labour Relations representative and the appropriate parties. It is understood and agreed that a Union Steward or Union Representative and the Grievor shall be present at the meeting, including by way of videoconference. The Regional Director or designate will notify the Grievor and the Union of their decision, in writing, within twenty (20) days of the meeting.

31.11 Alternate Dispute Resolution

At any point of the grievance procedure prior to Mediation, the Parties may agree to attempt to resolve the issue in dispute through an Alternate Dispute Process (ADRP) as set out in Letter of Understanding #1.

31.12 Mediation

A grievance not resolved at Step 2 or through the ADRP may be referred to Mediation by either Party making such request to the other Party within ten (10) days of the decision being given under the last step of the grievance procedure above. The selection of the Mediator shall be by mutual agreement of the parties.

The Mediator's expenses shall be borne in equal shares by the Employer and the Union.

31.13 Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within ten (10) days after the Step 2 decision has been sent, or the mediation or Alternate Resolution Dispute hearing date, the grievance shall be deemed to have been abandoned, settled or withdrawn.

31.14 Arbitration

Single Arbitrator

(a) Disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. Should the Parties not be able to agree upon an Arbitrator, the Parties will apply to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Alberta Labour Relations Code.

A letter shall be sent within ten (10) days to the Arbitrator chosen.

The parties will share equally the fees and expenses of the Arbitrator.

(b) No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

(c) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

(d) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

(e) The proceedings of the arbitration may be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the Employee or Employees concerned.

31.15

Arbitration

Three Person Board

By mutual agreement between the parties, the matter may be decided by a three (3) person Arbitration Board. In this case, the referring party shall provide the other party with the name of its Appointee to the Arbitration Board. In turn, the party receiving the referral to arbitration shall provide the name of its Appointee to the Arbitration Board.

If, within fifteen (15) days of the parties agreeing to an Arbitration Board, the Appointees 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.

- (a) 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.
- (b) If the decision is that of a Board, 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.
- (c) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (d) Each of the parties 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 32

JOB CLASSIFICATIONS

32.01

The Employer will provide the Union and existing Employees with the current job descriptions within thirty (30) days of the signing of this Agreement.

- (a) Upon hire, the Employer shall give each new Employee a copy of the job description applicable to their position to be signed by both the Employee and the Employer.
- (b) Upon any changes made to the job description, the affected Employee(s) shall receive and sign the updated copy.

32.02

- (a) New job classifications properly included in this Collective Agreement may be established by the Employer during the term of the Collective Agreement. Basic Hourly Rates of Pay for such new job classifications shall be set by the Employer. Written notice of such action shall be provided to the Union along with a copy of the job description(s). If the Union does not agree with the hourly rate, they will notify the Employer in writing within twenty-one (21) calendar days. The Employer and the Union will then negotiate an agreeable hourly rate.

- (b) If the Employer and the Union cannot agree after a *bona fide* attempt at negotiations, then the Basic Hourly Rates of Pay may be settled through arbitration in accordance with Clause 31.15.
- (c) Where the Union has submitted the matter to arbitration, the Employer may implement the new salary range for the new class, subject to final determination by the Arbitration Board. The decision of the Arbitration Board shall apply only to Employees who are still employed by the Employer on the date the decision is made.

ARTICLE 33

NOTICE OF SUBCONTRACTING

- 33.01 In the event Regular Employees will be displaced due to subcontracting, the Employer will provide the Union with at least sixty (60) calendar days notice of such change, and will meet and discuss reasonable measures to protect affected Employees.

ARTICLE 34

INSERVICE AND ORIENTATION

- 34.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and also recognize the responsibility for such continuing education lies jointly with the Employee and the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- 34.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the Basic Rate of Pay for attendance.
- 34.03 The Employer shall provide a paid orientation for all Employees.

ARTICLE 35

PENSION PLAN

- 35.01 All present Employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New Employees and Employees employed but not yet eligible for membership may enroll in the Plan when eligible in accordance with its terms and conditions.

Wage Grid:

.5% increases for the 3 classifications on each of:

January 1/22; July 1/22

January 1/23; July 1/23 as below.

HCA

0.50% 0.50% 0.50% 0.50%

	Upon Ratification	1-Jan-22	1-Jul-22	1-Jan-23	1-Jul-23
Start	19.19	19.29	19.38	19.48	19.58
1,957.5 hours	19.38	19.48	19.58	19.67	19.77
3,915 hours	19.58	19.67	19.77	19.87	19.97
5,872.5 hours	19.77	19.87	19.97	20.07	20.17
7,830 hours	19.97	20.07	20.17	20.27	20.37
9,787.5 hours	20.17	20.27	20.37	20.47	20.58
11,745 hours	20.37	20.47	20.57	20.68	20.78

LPN

0.50% 0.50% 0.50% 0.50%

	Upon Ratification	1-Jan-22	1-Jul-22	1-Jan-23	1-Jul-23
Start	26.26	26.39	26.52	26.66	26.79
1,957.5 hours	26.52	26.66	26.79	26.92	27.06
3,915 hours	26.79	26.92	27.06	27.19	27.33
5,872.5 hours	27.06	27.19	27.33	27.46	27.60
7,830 hours	27.33	27.46	27.60	27.74	27.88
9,787.5 hours	27.60	27.74	27.88	28.02	28.16
11,745 hours	27.88	28.01	28.15	28.30	28.44

Care Aide

0.50% 0.50% 0.50% 0.50%

	Upon Ratification	1-Jan-22	1-Jul-22	1-Jan-23	1-Jul-23
Care Aide	17.77	17.86	17.95	18.04	18.13

LETTER OF UNDERSTANDING #1

BETWEEN

SAINT ELIZABETH HEALTH CARE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 047/056

Alternate Dispute Resolution Process (ADRP)

WHEREAS THE Parties agree it is in their best interests to have grievances resolved expediently, and in an economical manner, and

WHEREAS THE Parties agree there is benefit in having a full discussion of the issues,

THEREFORE, the Parties agree, the basis of the ADRP process is as follows:

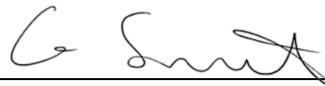
1. The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution that is satisfactory to both Parties.
2. Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.
3. Each ADRP will be facilitated jointly by one (1) representative from the Union and one (1) representative from the Employer.
4. Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution to the matter in dispute.
5. Any and all information and documents shared during, or in preparation for, the ADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
6. The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties, do not set a precedent, and are considered privileged. Resolutions cannot be used for any other purpose.



ON BEHALF OF THE EMPLOYER

September 21, 2021

DATE



ON BEHALF OF THE UNION

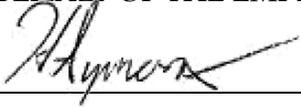
June 24, 2021

DATE

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

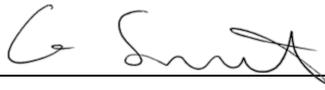
Signed this 24th day of June, 2021.

ON BEHALF OF THE EMPLOYER:



WITNESS

ON BEHALF OF THE UNION:



Rachelle Weisgerber

WITNESS