

## **COLLECTIVE AGREEMENT**

**BETWEEN**

**BETHANY NURSING HOME OF  
CAMROSE, ALBERTA**

**AT**

**BASHAW MEADOWS, BROOKSIDE, DEER MEADOWS,  
PEACE HILLS LODGE, ROSEALTA LODGE,  
WEST PINE LODGE & WETASKIWIN MEADOWS**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Local 047**

**Chapters 002 & 047**

**Expires March 31, 2020**

## TABLE OF CONTENTS (NUMERICAL)

<u>Article No.</u>		<u>Page No.</u>
	Preamble .....	1
1	Term of the Collective Agreement.....	2
2	Definitions .....	2
3	Union Business .....	5
4	Management Rights .....	7
5	Hours of Work .....	8
6	Overtime .....	11
7	Seniority .....	12
8	Salaries .....	13
9	Premiums .....	14
10	Classifications .....	15
11	Job Postings .....	15
12	Probation & Orientation .....	16
13	Leaves of Absence .....	17
14	Annual Vacation .....	25
15	Named Holidays .....	28
16	Health Benefits.....	30
17	Pension Plan .....	31
18	Sick Leave .....	31
19	Workers' Compensation.....	33
20	Part-Time Employees.....	34
21	Temporary Employees .....	35
22	Casual Employees .....	35
23	Layoff & Recall .....	36
24	Discipline .....	38
25	Employee Resignation .....	39
26	Grievance Procedure.....	39
27	Employee Management Committee .....	43
28	No Discrimination.....	44
29	Parking.....	45
30	Occupational Health & Safety Committee .....	45
31	Uniforms.....	46
32	Registration Fees .....	46
33	Notice .....	46
	Salaries Appendix/ Pay Grids .....	48

<u>Letter of Understanding No.</u>		<u>Page No.</u>
1	Contracting Out.....	50
2	Voluntary Separation Allowance.....	52
3	Workforce Adjustment Protocol .....	54
4	On Call/ Call Back – LIFELINE .....	55
5	Workload Appeal Process.....	57

## TABLE OF CONTENTS (ALPHABETICAL)

<u>Article No.</u>		<u>Page No.</u>
14	Annual Vacation.....	25
22	Casual Employees .....	35
10	Classifications .....	15
2	Definitions .....	2
24	Discipline.....	38
27	Employee Management Committee .....	43
25	Employee Resignation .....	39
26	Grievance Procedure.....	39
16	Health Benefits.....	30
5	Hours of Work.....	8
11	Job Postings .....	15
23	Layoff & Recall .....	36
13	Leaves of Absence .....	17
4	Management Rights .....	7
15	Named Holidays .....	28
28	No Discrimination.....	44
33	Notice .....	46
30	Occupational Health & Safety Committee .....	45
6	Overtime.....	11
29	Parking.....	45
20	Part-Time Employees.....	34
17	Pension Plan.....	31
	Preamble.....	1
9	Premiums .....	14
12	Probation & Orientation.....	16
32	Registration Fees .....	46
8	Salaries .....	13
	Salaries Appendix/ Pay Grids .....	48
7	Seniority.....	12
18	Sick Leave .....	31
21	Temporary Employees .....	35
1	Term of the Collective Agreement.....	2
31	Uniforms.....	46
3	Union Business .....	5
19	Workers' Compensation.....	33

<u>Letter of Understanding No.</u>		<u>Page No.</u>
1	Contracting Out.....	50
4	On Call/ Call Back – LIFELINE .....	55
2	Voluntary Separation Allowance.....	52
3	Workforce Adjustment Protocol .....	54
5	Workload Appeal Process.....	57

# THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. It begins with the first settlers, who came to the Americas in search of a new life. They found a land of opportunity, but also one of hardship. The early years were marked by struggle and sacrifice, as the settlers fought to establish a new society. Over time, the United States grew from a small colony into a powerful nation. It was a process of constant evolution, shaped by the dreams and aspirations of its people. The history of the United States is a testament to the power of the human spirit and the ability of a nation to overcome adversity. It is a story of hope and progress, of a people who have built a great nation from the ground up. The history of the United States is a story that continues to inspire and inform us today.

## THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. It begins with the first settlers, who came to the Americas in search of a new life. They found a land of opportunity, but also one of hardship. The early years were marked by struggle and sacrifice, as the settlers fought to establish a new society. Over time, the United States grew from a small colony into a powerful nation. It was a process of constant evolution, shaped by the dreams and aspirations of its people. The history of the United States is a testament to the power of the human spirit and the ability of a nation to overcome adversity. It is a story of hope and progress, of a people who have built a great nation from the ground up. The history of the United States is a story that continues to inspire and inform us today.



This Agreement made the 29<sup>th</sup> day of November, 2018.

BETWEEN:

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Meadows, Brookside, Deer Meadows, Peace Hills Lodge, Rosealta Lodge,  
West Pine Lodge & Wetaskiwin Meadows  
(hereinafter referred to as "The Employer")

of the first part

and

The Alberta Union of Provincial Employees  
On behalf of Local 047/002  
(hereinafter referred to as "the Union")

of the second part

and

WHEREAS Bethany Nursing Home of Camrose, Alberta at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside, Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows is an "Employer" pursuant to the Code, as amended.

The Parties agree with each other as follows:

#### Preamble

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent Lodge Services, it is the intent of the parties to:

- ensure the provisions of the best possible service and care;
- protect the interest of residents, Employees and the community, and encourage efficiency of operations;
- maintain harmonious relations between the Employer and the Alberta Union of Provincial Employees;
- recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties

**ARTICLE 1**  
**Term of the Collective Agreement**

- 1.01 This Collective Agreement shall take effect as of April 1, 2018, and shall remain in full force and effect until March 31, 2020, and from year to year thereafter unless notice is served by either party pursuant to the Code.
- 1.02 Where notice to commence collective bargaining is served under 1.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the Labour Relations Code.
- 1.03 This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.
- 1.04 Negotiations shall be conducted in accordance with the provisions of the Code.

**ARTICLE 2**  
**Definitions**

- 2.01 "Code" means the Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the Act dealing with the resolution of a difference.
- 2.03 "The Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Alberta Union of Provincial Employees, the subsequent name shall be recognized.
- 2.04 "Local" means the number as assigned by the Alberta Union of Provincial Employees.
- 2.05 "Basic Rate of Pay" shall mean the increment step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 "Continuous Service" shall mean the period of employment on the latest date of employment that is not interrupted by termination or dismissal.
- 2.07 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full time or part-time basis on regularly scheduled shifts of a continuing nature:

- (i) "Full-time Employee" is one who is regularly scheduled to work the full-specified hours in the "Hours of Work" article of this Collective Agreement;
  - (ii) "Part-time Employee" is one who is regularly scheduled for less than the full-specified hours in the "Hours of Work" article of this Collective Agreement.
- (b) "Casual Employee" is one who does not have a continuous employment relationship with the Employer but one who:
  - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (ii) relieves for absences the duration of which is three (3) months or less; or
  - (iii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who does not have a continuous employment relationship with the Employer but 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 or less but less than six (6) months; or
  - (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a full-time or part-time Employee who is on leave due to injury or illness where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
  - (iv) and whose term may be extended with mutual agreement in writing between the Employer and Union.
- (d) Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

2.08 "Ad Hoc Position" means a position established for practicum students for Special Projects, whereby the Employer acts as the agent for funding authority and shall not be included within the scope of the Collective Agreement.

2.09 "Employer" shall mean, in addition to the Board, and include such officers as may from time to time be appointed, or designated to carry out the administrative duties in respect of the operation and management of the business.

- 2.10 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word in singular shall be deemed to include the plural and vice versa.
- 2.11 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this bargaining unit at the date of signing of this Collective Agreement are listed in the Pay Classification appendix to this Collective Agreement.
- 2.12 "Shift" shall mean the daily tour of duty excluding overtime hours.
- 2.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day that the majority of hours of the shift fall.
- 2.15 "Day" shall mean equivalent to full-time hours (equivalent to 7.5, 7.75, or 8.00 hours).
- 2.16 "Posted" can mean electronic format.
- 2.17 "Written" can mean electronic (website) or email communication.
- 2.18 EMAC – Employee Management Advisory Committee
- 2.19 OH&S – Occupational Health & Safety
- 2.20 "Benefit Partner" for the purposes of this Agreement shall mean a person who resides with the Employee and who has been held out publicly as his/her spouse for a period of at least one (1) year.
- 2.21 "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an individual to perform the assigned duties on specified shifts.
- 2.22 "Anniversary Date" unless otherwise changed by the operation of the terms of this Collective Agreement means, for salary increment purposes, the date upon which a Full-time Employee commenced full-time employment.
- 2.23 "Vacation" shall mean annual vacation at the Basic Rate of Pay.
- 2.24 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January and concluding on the last day of December in each calendar year.

- 2.25 "Working Day" means any day on which an Employee would normally be expected to be at their place of employment.
- 2.26 "Position" means a group of duties established by the Employer and assigned to an Employee. A position may be established by the Employer as Full-time or Part-time or Temporary in a manner consistent with the terms of this Collective Agreement.

### **ARTICLE 3** **Union Business**

#### **Union Membership**

- 3.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union.
  - (c) Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Agreement who are members of the Union or who, in the future, decide to become members of the Union shall maintain their membership in the Union during the life of this Agreement.

#### **Union Dues**

- 3.02 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 3.03 Deductions of amounts equal to the dues for all Full-time and Part-time, Probationary, and Temporary Employees, shall commence with the first (1st) full pay period of employment.
- 3.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 3.05 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 the change.

- 3.06 The Employer agrees to remit to the Central Office of the Union, the amounts equal to the dues that have been deducted from the pay of all Employees by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding month. Particulars, identifying each Employee in a hard copy or electronic format showing the Employee number, if available, starting date, classification, name and last known address shall also be provided monthly together with the amount deducted from each Employee.
- 3.07 The Employer shall provide the Local Union Office with a monthly list of Employees new to the bargaining unit during the previous month. Such list shall include the Employee's name, status, classification and department.
- 3.08 The Employer shall provide to the Local Union Office, on a monthly basis, a list containing the names of Employees who are current recipients of Long Term Disability benefits.
- 3.09 The Employer shall also provide to the Local Union Office, on a monthly basis, a list of all Employees who are terminated or on an unpaid leave of absence of thirty (30) calendar days or more.

#### **Union Stewards**

- 3.10 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards.
- 3.11 A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their manager, providing as much advance notice as possible. Such time off shall be granted only upon the approval of the manager, which approval shall not be unreasonably withheld.
- 3.12 Arrangements will be made by the manager to ensure that the Union Steward's absence for this purpose, when approved, will result in no loss of regular earnings at their basic rate of pay. (Refer to Leave of Absence Article)
- 3.13 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time.
- 3.14 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 3.15 A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised promptly in writing of any change in the list.

- 3.16 The Local shall have the right at any time to the assistance of Union Staff Members 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 Director of Human Resources or authorized alternate. Such approval shall not be unreasonably denied.

#### **Bulletin Boards**

- 3.17 The Employer shall provide access to bulletin boards to be placed in reasonably accessible locations upon which space shall be provided where the Union may be permitted to post notices of meetings, and other such notices which may be of interest to Employees. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- 3.18 An Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn during working hours nor shall an insignia be displayed on the Employer's equipment or facilities.

### **ARTICLE 4**

#### **Management Rights**

- 4.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the workforce, including but not limited to the following:
- (a) the right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees, the right to make, change and abolish rules, regulations, policies and practices, the right to discipline, suspend and discharge Employees for just cause;
  - (b) to conduct its business in every aspect in accordance with its commitments and responsibilities in order to comply with all governmental requirements;
  - (c) the right to direct, select, hire, transfer, assign jobs and shifts, promote, demote, classify, layoff and recall Employees subject to the provisions of this Agreement;
  - (d) the right to create new classifications and work units and to determine the number of Employees, if any, needed from time to time and any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant.

- 4.02 The Employer retains all rights not otherwise abrogated or restricted in the Collective Agreement.

**ARTICLE 5**  
**Hours of Work**

- 5.01 (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
- (i) thirty-six and one-quarter (36 1/4) thirty-seven and one-half (37 1/2) hours per week;
  - (ii) thirty-eight and three-quarters (38 3/4) hours per week;
  - (iii) forty (40) hours per week;
  - (iv) the equivalent of (i), (ii), or (iii) above on a monthly or annual basis.
- (b) The application of the hours of work stated herein will be consistent with current hours of work in effect for classifications covered by this Collective Agreement.
- 5.02 An Employee's pay shall be based on the hours worked by an Employee.
- 5.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period of six (6) hours or longer, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved by the manager. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 5.04 A meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 5.05.
- 5.05 An Employee who is directed by a manager to remain due to operational requirements at their station of employment during their meal period shall be paid for such meal period at their regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 5.06 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is mutual agreement between the Parties to this Agreement.



### Shift Schedules for Continuous Operations

- 5.07 The first shift of the day shall be the shift wherein the majority of hours fall between 00:00 and 08:00 hours.
- 5.08 The work week shall commence at 00:00 hours on Sunday.
- 5.09 The schedule of hours to be worked and days off work shall be posted at the Employee's workstation at least two (2) weeks in advance and the schedule shall be for a duration of at least four (4) weeks.
- 5.10 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 5.11 Each Employee shall have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be scheduled to work more than eight (8) consecutive calendar days without consecutive days off, unless otherwise mutually agreed. This clause is not intended to provide only for a 5 on 2 off rotation.
- 5.12 Where operational requirements permit, Employees shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every three (3) weeks or the equivalent ratio, unless otherwise mutually agreed.
- 5.13 Except where otherwise mutually agreed, Employees who are required to rotate shifts shall under normal circumstances be assigned day duty at least one-third (1/3) of the assigned work days during a three (3) month period.
- 5.14 Subject to approval of the Employer, Employees may exchange shifts.
- 5.15 In addition to their regularly scheduled shifts, qualified and available Part-time Employees, shall be given first choice of any extra straight-time hours within their bargaining unit before these hours are offered to Casual Employees. The application of this clause will not entitle the Employee to overtime or call-out payments.
- 5.16 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Saving Time, the resultant reduction shall be effected with the appropriate deduction in regular earnings.

- 5.17 Employees will not have less than fifteen and one-half (15 1/2) hours off between the ending of one shift and the commencement of the next shift, except in the case of overtime work or as otherwise mutually agreed between the Employer and the Employee. Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during the normal rest period.
- 5.18 Optional Scheduling Provisions
- (a) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.
- 5.19 When a full shift becomes available due to illness or vacation, the full shift will be offered to an employee working on that shift at that location. Such shifts shall be distributed in a fair and equitable manner.
- 5.20 Extended Work Hours
- (a) An "extended shift" is intended to mean a daily tour of duty exclusive of overtime hours to equal twelve point zero (12.0) hours.
- (b) "Night Shift" shall be from 1900 hours to 0700 hours the following morning.
- (c) "Day Shift" shall be from 0700 hours to 1900 hours the same day.
- (d) There shall be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.
- (e) There shall be three (3) paid rest periods of fifteen (15) minutes each during the extended shift.
- (f) Schedules shall provide:
- a. at least twelve (12) hours off between shifts;
  - b. no more than four (4) consecutive extended shifts;
  - c. at least two (2) consecutive days of rest;
  - d. at least twenty-two point five (22.5) hours off duty between shift change-over between extended shifts; and
  - e. at least one (1) weekend off in three (3) averaged over an Employee's shift rotation.

- (g) Approved deviation from the posted schedule which results from an Employee initiating an exchange of shifts with other qualified Employees shall not increase the cost to the Employer.
- (h) Employees shall be paid at a rate of two times (2x) the Employee's basic hourly rate of pay for all hours worked in excess of the regular hours of work for the extended work day (12.0 hours), or in excess of four consecutive shifts.
- (i) The annual vacation entitlement that an Employee receives under the extended work day schedule shall correspond exactly in hours to the vacation entitlement of a 7.75 hours schedule. All other matters pertaining to annual vacation shall be pursuant to the Collective Agreement.
- (j) For full-time Employees, the one (1) day off with pay or payment in lieu of Paid Holidays referred to in the Collective Agreement shall be paid at 7.75 hours per Named Holiday, and in no instance shall a full-time Employee be paid in excess of ninety-three (93) hours annually for such Paid Holiday benefit.
- (k) A casual Employee may be called for an extended work day. Where the casual Employee is assigned to replace another Employee in a regularly scheduled extended work day shift or position within the bargaining for a period of three (3) months or less, the hours in the extended workday will not be regarded as overtime.
- (l) The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement shall remain in full force and effect between the Parties.

## **ARTICLE 6**

### **Overtime**

6.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of daily full-time hours as per Article 5.01. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime was worked. The overtime rate of one and one-half times (1 1/2X) for the first two (2) hours and two times (2x) the applicable basic rate of pay shall be paid for all hours worked in excess of daily full-time hours as per Article 5.01.

- 6.02 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked, adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. In no case shall it be later than thirty (30) days from the date the overtime was worked.

**ARTICLE 7**  
**Seniority**

- 7.01 (a) A regular Employee's seniority shall be the total number of paid hours accumulated by an Employee since the commencement of continuous service at the lodges.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited pursuant to Article 7.01(a).
- 7.02 Seniority shall be considered in determining:
- (a) preference in vacation time in Article,
- (b) layoff and recalls, subject to the provisions in Article,
- (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions in Article 9.
- 7.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of layoff, if during time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall as provided in Article 21.
- 7.04 The Employer shall maintain a seniority list showing the name and seniority of each regular Employee. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list shall be deemed to be correct.

7.05 Transfers and Seniority Outside the Bargaining Unit

When an Employee is transferred or promoted out of the bargaining unit, they will continue to accumulate seniority for a period of four hundred and fifty (450) worked hours, after which time the Employee will lose all bargaining unit seniority. The Employer retains the right to return the Employee to their former bargaining unit position with full seniority, provided that occurs within four hundred and fifty (450) worked hours from their transfer or promotion.

**ARTICLE 8**  
**Salaries**

8.01 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in Pay Classifications hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.

8.02 A Full-time Employee shall advance from "Pay Step 1" to "Pay Step 2", and each subsequent Pay Step as set out in Pay Classifications upon the completion of Full-time equivalent hours as outlined in Article 5.01(a).

Part-time and Temporary Employees shall be awarded salary increments upon the completion of the hours worked by a Full-time Employee, as outlined in Article 5.01(a), in the same classification.

8.03 When an Employee has job experience satisfactory to the Employer, previous experience will be recognized:

- (a) provided not more than two (2) years have elapsed since the experience was obtained;
- (b) up to the top increment of the Classification in the Salary Schedule(s).

8.04 Multiple Classifications

If an Employee is employed on an ongoing basis in two or more classifications listed in Appendix A, that Employee shall be paid at the pay rate of each classification in accordance with the number of hours worked in each classification.

**ARTICLE 9**  
**Premiums**

9.01      **Shift Premium**

A shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee working a scheduled shift if the major portion (not less than one-half) of such shift is worked between 1600 hours on the first day and 0800 hours on the following day.

9.02      **Weekend Premium**

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee working a scheduled shift if the major portion of such shift is worked between midnight Friday to midnight Sunday.

9.03      **Sole Responsibility Premium**

Sole responsibility premium of two dollars (\$2.00) per hour will be paid to an Employee who has been assigned by the Manager to assume operational/ site responsibilities.

9.04      Stacking of Premiums is permitted.

9.05      **Acting Incumbency**

An Employee designated by the Employer to perform the principle duties of a higher paid classification for a periods of three (3) consecutive working days or more will be paid a premium of one dollar and fifty cents (\$1.50) per hour in addition to the Employee's basic rate of pay to a maximum of the higher paid classification.

9.06      **Reporting Pay**

In the event that an Employee reports for work as scheduled or requested, and is sent home by the manager, the Employee shall be compensated at a minimum of three (3) hours pay at the basic rate of pay or for the total number of hours worked, whichever is greater.

**ARTICLE 10**  
**Classification**

10.01      **Transfers to Higher Rated Classification:**

If an Employee is transferred to a higher rated classification, the Employee shall receive in the new classification the next rate above the Employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of transfer.

10.02      **Transfers to a Lower Classification**

When an Employee voluntarily transfers to a classification with a lower rate of pay, their wage shall be adjusted immediately to the basic rate they would have been entitled to, had they been on the lower rated classification from the commencement of employment.

10.03      **New Classification**

Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new position will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:

- (a)      The parties of this Collective Agreement mutually agree that the position is within the scope of the unit for which the Union is the certified bargaining agent, or, failing that;
- (b)      The Labour Relations Board rules that the new position is within the scope of the unit for which the Union is the certified bargaining agent.

10.04      When a new position is created under Article 10.09 above for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the parties will submit the question directly to Arbitration for settlement. The resultant pay scale shall be implemented retroactively to the date the new position was established.

**ARTICLE 11**  
**Job Postings**

11.01      Vacancies to be filled which fall within the Bargaining Unit will be posted electronically on the employer's website for a period of not less than seven (7) calendar days. This process is not intended to restrict a manager from transferring Employees to positions of equal classification and status in order to accommodate operational requirements.

- 11.02 All applications received by the Employer during such period of posting will be considered. Internal applicants who apply on a posted position shall be informed by email of their acceptance or rejection within seven (7) calendar days of the date of appointment.
- 11.03 In making selections, as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. Selections will be based on job knowledge, experience, education, special skills, and ability to supervise if applicable. Where these skills are judged equal by the Employer, seniority will be the determining factor.
- 11.04 A copy of all Bargaining Unit postings shall be forwarded to the Local Union Office and when the appointment has been made, the local union office shall be notified of the appointee's name and the Department concerned.
- 11.05 A Full-time or Part-time Employee who applies for and is successful on a temporary posting shall maintain their status as a Full-time or Part-time Employee. At the completion of the temporary term, the Full-time or Part-time Employee shall return to their former position.
- 11.06 The Parties may mutually agree to waive application of this Article.

**ARTICLE 12**  
**Probation & Orientation**

- 12.01 New regular Employees shall be required to serve a probationary period of 503.75 hours worked, from the date of commencement of regular work. In the case of part time employees, upon completion of six (6) calendar months of employment and who have not completed (503.75) hours, their probationary period shall be deemed to have been completed.
- 12.02 Employees shall be kept advised of their progress during the probationary period. If a new Employee is found unsatisfactory, such Employee may be dismissed at any time during the probationary period without cause or recourse to the grievance procedure.
- 12.03 The Employer may extend the probationary period of any Employee by a further 503.75 hours if such extension is deemed necessary to adequately assess the Employee's ability to perform the duties of the position.
- 12.04 Each new hire shall receive:
- (i) at least one (1) paid day of General Orientation, and;
  - (ii) at least one (1) paid day for Departmental Orientation.



Employees receiving Departmental Orientation shall not replace regularly scheduled Employees.

**ARTICLE 13**  
**Leaves of Absence**

- 13.01 An Employee who requires time off from work, may be granted leave without loss of pay upon approval by the manager subject to the corresponding yearly maximum number of workdays as outlined below.
- 13.02 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, additional bereavement leave may be approved by the Employer where bereavement leave has already been utilized within a calendar year.
- 13.03 For the purpose of this article, "day" shall mean either 7.25, 7.75, or 8.00, which is also applicable to Extended Work Day, and pro-rated to FTE.
- (a) Illness within the immediate family - four (4) days;
- (i) illness within the immediate family - time off work may be granted leave without loss of pay for a period of up to four (4) working days, if there is an illness in the immediate family. Family illness shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometers from the Employee's residence.
- (ii) "Immediate family" for this Article shall be defined as spouse (including benefit partner), son, daughter, grandchild, step-son, step-daughter, mother or father, mother-in-law, father-in-law.
- (iii) This article is not intended for reasons other than medically related. Employees may be required to provide proof satisfactory to the Employer of any absence due to taking a family member to a medical appointment. The leave of absence shall not include taking the family member to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the family member to an appointment.
- (iv) Employees must complete probation in order to be eligible for family illness days.
- (b) Bereavement – five (5) consecutive calendar days around the date of the funeral;

- (i) Bereavement – defined as time off from a scheduled day of work will be granted in the event of the passing of the Employee's spouse (including benefits partner), or any of the following relatives that have a continued familial relationship through marriage: parents, guardian, spouses' parent, grandparent, grandchild, son/ daughter, son/ daughter-in-law, step-son/ daughter, spouses' brother/ sister;
- (ii) Bereavement leave shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometers one way from the Employee's residence.
- (iii) Employees may be requested by the Employer to submit a funeral certificate to ensure that bereavement leave is appropriately administered.
- (c) Estate - two (2) days; Administration of estate shall apply only when an Employee has been designated as an Executor or Administrator of the estate.
- (d) Birth/ Adoption – one (1) day; to be present at birth or adoption proceedings of the Employee's child.
- (e) Citizenship – one (1) day – to attend formal hearing to become a Canadian Citizen.
- (f) Funeral - In the event of a death of another relative (aunt, uncle, cousin) or close friend, time off with pay of up to (1) one day may be paid to attend the funeral service.

#### 13.04 Maternity, Paternity and Adoption Leave

- (a) Maternity Leave
  - (i) An Employee who has completed ninety (90) days of employment shall provide the employer with at least (3) month notice of the impending delivery date and upon at least (2) weeks written request be granted maternity leave.
  - (ii) Maternity leave will become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested, provided that the Employee commences maternity leave not later than the date of delivery.

(b) Paternity Leave

- (i) Paternity leave may become effective on the date of delivery, or later as mutually agreed, but in any case the Employee must provide at least (3) months written notice prior to the commencement of the paternity leave.

(c) Adoption Leave

- (i) Adoption leave may become effective on the date of delivery and the Employee shall provide the Employer with as much notice as possible of the impending delivery date, but not less than one (1) month notice.
- (ii) Where an anticipated delivery date is not part of the adoption proceedings, the Employee should make every reasonable effort to keep the Employer informed as to the progress of adoption proceedings.

- (d) Maternity, paternity and adoption leaves 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, LTD or, where applicable, EIC Sub Plan benefits. The total period of maternity, paternity or adoption leave shall not exceed sixteen (16) weeks Maternity leave and sixty-two (62) weeks parental/ adoption. Additional time off without pay must be agreed between the Employee and Employer, and will be considered a General Leave of Absence.

- (e) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same position held by them immediately prior to taking leave and at the same step in the pay scale or provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee to the date they commenced leave. The employee's anniversary date shall be adjusted by the same amount of time as the leave of absence.

- (f) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, LTD or, if applicable, EIC Sub Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

13.05

Jury or Witness Duty

- (a) Any Full-time Employee required by law to attend jury selection, jury duty or witness duty shall be allowed time off without loss of regular earnings during such absence, but any fee receivable as such juror or witness shall be paid to the Employer.
- (b) An Employee acting as a voluntary witness shall not be paid for such absence.
- (c) An Employee granted leave under these provisions shall report to work during those hours of work that such Employee is not required to attend court.

13.06

Time off for Union Business

- (a) Time off from work without loss of regular earnings at the Basic Rate of Pay shall be provided on the following basis:
  - (i) the grievor and/ or one (1) Union Steward for time spent in discussions with representatives of the Employer as outlined in Articles 9, 11.04 and 11.05;
  - (ii) Local appointees not to exceed four (4) in number for time spent in Employee Management Advisory Committee meetings.
- (b) Provided that operational efficiency shall not in any way be disrupted, time off work may be granted to Local members for the following purposes:
  - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
  - (ii) to attend Conventions of The Alberta Union of Provincial Employees;
  - (iii) to attend special Union meetings;
  - (iv) members of the Union Negotiating Committee, not to exceed five (5) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
  - (v) members elected as representatives of the Union to attend Seminars and Local Meetings; and
  - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.

- (c) To facilitate the administration of Article 34.05(b), when leave to attend to Union Business has been approved, it is granted with pay, and the Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus actual cost of all benefits. Should the cost of their replacement be greater than the actual salary plus actual cost of all benefits, the Employer shall recover the greater amount.

13.07 General Leave of Absence Without Pay

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer; Banked hours (i.e. vacation, overtime, named holiday banks,) will be utilized before an unpaid LOA is granted.
- (b) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

13.08 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer a minimum of two (2) weeks in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstates their leave without reason acceptable to the Employer shall be considered to have terminated their employment.
- (c) Except as provided in Article 34.03(d), in the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue earned vacation in accordance with the provisions of Article 28.06. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.

**(a) Compassionate/ Terminal Care Leave**

- (i) An Employee who has completed at least ninety (90) days of employment shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative when the Employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
- (ii) Qualified relative for compassionate/ terminal care leave means a person in a relationship to the Employee as designated in the Alberta Employment Standards Code and the Employment Standards Code Regulations, including:
  - The Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former guardians (and their partner/spouse); current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step siblings (and their partner/spouse); and children, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); and person the Employee isn't related to but considers to be like a close relative; or
  - Family members of the Employee's spouse, common-law or adult interdependent partner; children (and their partner/spouse); current or former wards; parents, step parents, foster parents; siblings, half-siblings, step siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

The Employee may be eligible for the compassionate care benefit under Employment Insurance legislation.

- (iii) At the request of the Employee, compassionate/ terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 32.02, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) **Critical Illness Leave**

- (i) An Employee who has completed at least ninety (90) days of employment and is a family member of a critically ill child or a critically ill qualified adult relative is entitled to leave of absence without pay or benefits:
- for a period of up to thirty six (36) weeks to care for their critically ill child; or,
  - for a period of up to sixteen (16 weeks) to care for a critically ill qualified adult relative.
- (ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta Employment Standards Code and regulations.
- (iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Alberta Employment Standards Code* Employee regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 32.02(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (vi) An Employee may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

13.10

Death or Disappearance of a Child

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of crime, shall be entitled to a leave of absence without pay for a period of up to fifty two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.

- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
  - (i) begins on the day which the death or disappearance occurs, and
  - (ii) ends on the earliest of:
    - The length of the leave specified in Article 34.10(a) or (be), or
    - In the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
    - On the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of crime.
  - (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
  - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

#### 13.11 Domestic Violence Leave

- (a) an employees who required time off for Domestic and/ or sexual violence leave shall be ranted up to 10 days off without pay for one or more of the following purposes:
  - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence.
  - (ii) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or oilier social services program or community agency.
  - (iii) to obtain psychological or other professional counselling for the employee or the employee's child in respect to the violence.



- (iv) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely.
- (v) to see legal or law enforcement assistance for the employee or employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting for the violence.

13.12 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one (1) days of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided under the Citizenship Act (Canada).

13.13 Military Leave

An Employee who is required by military authorities to attend training to perform military services shall be granted leave without pay.

**ARTICLE 14**  
**Annual Vacation**

14.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January and concluding on the last day of December in each calendar year.

14.02 Length of Vacation

An Employee shall receive annual vacation with pay in accordance with his/her years of service as of the vacation cutoff date as follows:

Less than one (1) year	one (1) working day each month (maximum of 15 days)
Two (2) years or more	twenty (20) working days
Eight (8) years or more	twenty-five (25) working days
Eighteen (18) years or more	thirty (30) working days

14.03

Part-time and Temporary Employees

- (a) On each pay cheque Part-time and Temporary Employees shall be paid in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to fifteen (15) days leave without pay for their vacation after completing twelve (12) calendar months of continuous employment. Vacation entitlement is prorated to FTE.
- (b) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with two (2) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, eight percent (8%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to twenty (20) days leave without pay for their vacation. Vacation entitlement is prorated to FTE.
- (c) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with eight (8) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, ten percent (10%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to twenty-five (25) days leave without pay for their vacation. Vacation entitlement is prorated to FTE.
- (d) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with eighteen (18) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, twelve percent (12%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to thirty (30) days leave without pay for their vacation. Vacation entitlement is prorated to FTE.
- (e) Part-time Employees may exercise the option of banking vacation. If Part-time Employees wish to change the vacation option between pay on each cheque to banking time, payroll must be advised by December 1<sup>st</sup> each year.

14.04

Non-accumulation of Vacations

Except with the approval of the Employer, there shall be no carry over of vacations. Employees may not waive a vacation period in lieu of pay.

14.05

Current Vacation Entitlement

A request to use current vacation entitlement may be made in writing to the Employer. Such a request may not exceed the Employee's accumulated entitlement to the date requested.

14.06 Vacation Pay

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

14.07 Vacation Pay on Termination

Upon termination of employment, an Employee shall be entitled to pay in lieu of vacation earned but not taken at the following percentage rates of basic pay earned during the period which vacation was earned but not taken:

Fifteen (15) days per year	six per cent (6%) of basic pay
Twenty (20) days per year	eight per cent (8%) of basic pay
Twenty-five (25) days per year	ten per cent (10%) of basic pay
Thirty (30) days per year	twelve per cent (12%) of basic pay

14.08 Vacation Schedules

The Employer shall post the vacation planner by January 5<sup>th</sup> of each year. Where an Employee submits their vacation preference by March 1<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 15<sup>th</sup> of that same year. Where the number of Employees indicating a specific preference for a specific period exceeds the number of Employees as determined by the Employer that can be allotted vacation during that period, seniority shall be the deciding factor.

Where mutually agreed, the Employer and Employees may use an alternate method to posting a vacation planner

14.09 Notwithstanding Article 12.02, vacation with pay shall not accrue during period while:

- (a) on layoff, and
- (b) on unpaid absence during which the Employee is in receipt of weekly indemnity, and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

14.10 Supplementary Vacation

(a) Full Time

- (i) Upon having reached the employment anniversary of 25 years of continuous service, Full Time Employees shall have earned an additional five (5) work days vacation with pay, to be scheduled at a mutually agreed subsequent time.

- (ii) Upon having reached the employment anniversary of 30 years of continuous service, Full Time Employees shall have earned an additional five (5) work days vacation with pay, to be scheduled at a mutually agreed subsequent time.

(b) Part Time

Upon having reached the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) work days vacation to be paid out.

Upon having reached the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five (5) work days vacation to be paid out.

Supplementary vacation entitlement will be calculated as follows:

$$\begin{array}{l} \text{Employer paid hours at} \\ \text{the Basic Rate of Pay} \end{array} \times 2\% = \begin{array}{l} \text{Number of hours of paid} \\ \text{supplementary vacation} \end{array}$$

**ARTICLE 15**  
**Named Holidays**

15.01 The following are considered named holiday:

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

15.02 To qualify for a named holiday with pay the Employee must:

- (a) work the Employee's scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer.
- (b) work on the named holiday when scheduled or required to do so.

15.03 An Employee obliged in the course of duty to work on a named holiday shall be paid for all hours worked on the named holiday at one and one-half (1 1/2) times their basic rate of pay plus:

- (a) By mutual agreement, a day added to the Employee's next annual vacation; or

- (b) A mutually agreeable day off with pay in conjunction with the Employee's regular day off within thirty (30) days after the named holiday; or
- (c) One (1) regular day's pay.
- (d) Where applicable, an Employee shall receive, in addition to the above, compensating time off at their Basic Rate of Pay for all hours worked in excess of normal daily hours referred to in Article 20.01.
- (e) Employees obliged to work Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two (2X) times the Basic Rate of Pay. Plus:
  - (i) By mutual agreement, a day added to the Employee's next annual vacation; or
  - (ii) A mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
  - (iii) One (1) regular day's pay.

15.04 Should a named holiday fall during an Employee's vacation period, that day shall be taken off as the Named Holiday day at the Basic Rate of Pay.

15.05 When a named holiday falls on a Full-Time Employee's regularly scheduled day off, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days after the named holiday; or
- (c) one (1) regular day's pay in lieu of the named holiday.

15.06 No payment shall be made for any named holiday occurring during a layoff or unpaid leave of absence.

15.07 The Employer shall endeavor to schedule an Employee in such a manner as to provide them with days off on at least three of the actual named holidays as provided in Article 15.01. Where possible, each Employee shall be given either Christmas Day or New Year's Day off.

Part-time and Temporary Employees

- 15.08
- (a) On each pay cheque Part-time and Temporary Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of named holiday benefits.
  - (b) Part-time and Temporary Employees required to work on a named holiday shall be paid at one and one-half times (1 1/2 X) their Basic Rate of Pay for such work.
  - (c) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the named holiday at two times (2X) their Basic Rate of Pay.

**ARTICLE 16**  
**Health Benefits**

16.01 The Employer shall contract for and provide the following group plans as outlined in this Article for eligible and participating Regular Full-time and Part-time Employees in accordance with the provisions of the plans and as subject to the requirements of the Insurers. In respect of coverage under supplementary health care and dental coverage: Employer will contribute seventy-five percent (75%) of the premium for participating Regular full-time and eligible part-time Employees and Employees shall pay twenty-five percent (25%) of the premium costs. Dental coverage will provide for the reimbursement of 80% of eligible basic services, 50% of eligible extensive services, and 50% of eligible orthodontic services. A maximum reimbursement of \$2,500.00 per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject of a lifetime maximum reimbursement of \$2,500.00 per insured person.

16.02 Regular Employees shall participate in the Benefits Plan, subject to the enrollment and other requirements of the carrier(s) /insurers, inclusive of:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment
- (c) Long Term Disability Insurance (66% of basic monthly earnings).
- (d) The premium costs of this insurance will be shared seventy-five percent (75%) by Employer twenty-five percent (25%) by the Employee.

16.03 **Flexible Spending Account**

- (a) The Employer shall implement a Flexible Spending Account for all Employees eligible for benefits in accordance with Article 14.
- (b) Employees must be in the employ of the employer January 1st of each year to be eligible for the Flexible Spending Account.

- (c) A sum of eight hundred dollars (\$800.00) shall be allocated annually to Full-time Employees and pro-rated by FTE for Part-time Employees.
- (d) Employees will be required to allocate all FSA funds to two of the options provided, and may only move these funds to a different option annually.
- (e) The Flexible Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of the implementation and during the course of operation of the Flexible Spending Account.

#### **ARTICLE 17** **Pension Plan**

- 17.01 All eligible Employees shall participate in the Local Authorities Pension Plan or successor.

#### **ARTICLE 18** **Sick Leave**

- 18.01 Sick Leave is defined as a form of insurance against illness, quarantine by a medical officer of Alberta Health, or an accident for which compensation is not payable under the *Worker's Compensation Act*.
- 18.02 The Employee shall be allowed a credit for sick leave, computed from the date of employment, at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, provided that an employee shall not be entitled to apply sick leave credits prior to the completion of the probation period.
- 18.03 Part-time Employees shall accrue sick leave credits in accordance with Article 18.14 to a maximum level of sick credits that is pro-rated with the size of their position.
- 18.04 Sick Leave credits shall not accrue during any period of sick leave in excess of one (1) month.
- 18.05 An Employee granted sick leave shall be paid for the period of leave at the Employee's Basic Rate of Pay, and the number of days thus paid will be deducted from credits accumulated at the time sick leave commenced.
- 18.06 In the event that the Employer requests proof satisfactory of any absence in due to illness, non-occupational accident or quarantine, and there is a charge to provide this documentation, the Employer shall reimburse the Employee the full fee.

- 18.07 When an Employee has earned the maximum sick leave credit, that Employee shall no longer accrue sick leave credits until such time as the total accumulation is reduced. At that time the Employee shall recommence accumulating sick leave credits.
- 18.08 Sick leave shall not be granted for pregnancy, but sick leave may be granted for related complications.
- 18.09 Employees reporting sick shall do so to the manager as soon as possible in the manner prescribed by the Manager.
- 18.10 The Union will cooperate and work with management in controlling usage of sick leave.
- 18.11 Sick leave will be granted for dental and medical appointments.
- 18.12 This Article is subject to 18.13 (Proof of Illness).
- 18.13 Proof of Illness
- (a) Employees may be required to submit proof satisfactory to the Employer of an illness, non-occupational accident, or quarantine. Such proof shall be in the form of a medical certificate or sworn statutory declaration. An Employee shall submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work has been granted for such appointment.
  - (b) The Employee shall provide a medical certificate for any absence greater than three (3) days.
  - (c) The Employer may require that any Employee undergo a medical examination by a physician:
    - (i) in the case of prolonged or frequent absence, or
    - (ii) when it is considered that an Employee is unable to satisfactorily perform their duties.
  - (d) Pursuant to Clause 18.13(c), an Employee shall be entitled to have their personal physician or other physician of their choice act as their counsel before the physician, appointed by the Employer, when undergoing a medical examination. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the physician conducting the medical examination shall be sent to the Employee's physician.
  - (e) Where an Employee has been medically examined by a physician and is also applying for LTD benefits, a copy of the report of the physician who conducted the medical examination shall be considered as part of the Employee's application.



- (f) When an Employee has been on illness leave and wishes to return to work, the Employee shall be required to provide medical evidence stating that the Employee is fit to perform all regular duties.
- (g) The Parties agree that sick leave benefits are intended only for the purposes of protecting an Employee from loss of income at Basic Rate of Pay when the Employee is ill.

18.14 Sick Leave Benefits Applicable to Part-time Employees

- (a) The provisions of Article 29, Sick Leave, shall apply to Part-time Employees, except that the yearly entitlements specified shall be prorated, after the first year of employment, on the basis of hours worked as compared to full-time hours over the preceding year's employment. Entitlements during the first year of employment shall be fifty percent (50%) of full-time entitlement.

18.15 Casual Employees shall not be entitled to sick leave.

- 18.16
- (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
  - (b) An Employee whose work performance is adversely affected by a condition or behaviour related but not necessarily restricted to those mentioned in a) above, may be referred by their manager to the Employee and Family Assistance Program, or equivalent, subject to the Employee's agreement.

**ARTICLE 19**  
**Workers' Compensation**

19.01 Where an Employee is absent due to illness or injury, which is compensable by Workers' Compensation, the following shall apply:

- (a) The Employer shall continue to pay its share of any and all health and welfare benefits for thirty (30) days from which the absence commences.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may continue by the Employee provided the Employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

**ARTICLE 20**  
**Part-Time Employees**

20.01 All provisions of this Collective Agreement shall apply to Regular part-time Employees, except where amended by the following.

20.02 **Hours of Work**

Amend Article 5.01 to read:

5.01 Regular Hours of Work, inclusive of meal periods shall be:

- (a) up to eight (8) consecutive hours per day and b) less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) up to 7.75 consecutive hours per day and less than 38.75 hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) up to 7.50 consecutive hours per day and less than 37.25 hours per week averaged over one (1) complete cycle of the shift schedule;

20.03 **Overtime**

Amend Article 6.01 to read:

6.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of hours per day as outlined in 5.01.

20.04 **Named Holidays**

- (a) A part-time Employee required to work on a named holiday as per Article 13.01, shall be paid at one and one-half (1 1/2 X) times their basic rate of pay or at the appropriate overtime rate if applicable.
- (b) Part-time Employees shall be paid, in addition to their basic rate of pay, ~~four point four per cent (4.4%)~~ **five percent (5%)** of this rate per pay period in lieu of named holidays.
- (c) Unless an Employee requests otherwise, each part-time Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off.

**ARTICLE 21**  
**Temporary Employees**

21.01 All provisions of this Collective Agreement shall apply to temporary Employees except where amended by the following:

- (a) Article 10 (Probation)
- (b) Article 9 (Job Postings) during the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
  - (i) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 9.01. In the event that such Employee is successful on a posting pursuant to Article 9.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
  - (ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which they were hired.
- (c) Article 21 (Layoff and Recall)
  - (i) a temporary Employee shall not have the right to grieve the termination of the temporary position.
  - (ii) the Employer shall provide at least seven (7) calendar days written notice of the termination of their temporary position.
  - (iii) a Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 24 when no longer required in the temporary capacity.

**ARTICLE 22**  
**Casual Employees**

22.01 All provisions of the Collective Agreement shall apply to Casual Employees except where amended by the following:

22.02 **Hours of Work**

Amend Article 5.01 to read:

5.01 Regular Hours of Work, excluding meal periods shall be:

- (a) up to eight (8) consecutive hours per day and less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) up to 7.75 consecutive hours per day and less than 38.75 hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) up to 7.50 consecutive hours per day and less than 37.50 hours per week averaged over one (1) complete shift schedule;

22.03 Overtime

Amend Article 6.01 to read:

6.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of hours per day as outlined in Article 5.01.

22.04 Named Holidays

- (a) A Casual Employee required to work on a named holiday as per Article 13.01, shall be paid at one and one-half (1 1/2 X) times their basic rate of pay or at the appropriate overtime rate if applicable.
- (b) Casual Employees shall be paid, in addition to their basic rate of pay, five percent (5%) of this rate per pay period in lieu of named holidays.

22.05 Casual Employees shall be entitled to, in addition to their basic rate of pay, vacation pay equivalent to the entitlement earned by Regular Employees in accordance with the percentages in Article 12.06.

22.06 Casual Employees shall not be covered by Article ## (Layoff and Recall).

22.07 Casual Employees shall not be covered by Article # (Seniority)

22.08 Casual Employees shall not be covered by Article # (Health Benefits)

**ARTICLE 23**  
**Layoff and Recall**

23.01 Regular Employees may be laid off in accordance with the provisions of this Article.

23.02 For purposes of this Article the following definitions shall apply:

- (a) "layoff" - a temporary separation from employment with anticipated future recall

- (b) "similar Employees" - two (2) or more Employees having a common status performing the same or similar functions within a classification, at a location and work unit as determined by the Employer.
- 23.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Regular Employees shall be fourteen (14) days.
- 23.04 When similar Employees are to be laid off, the Employer shall layoff such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 23.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 23.06 An Employee may be recalled only to the position from which the Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification at a location and work unit as determined by the Employer, recall shall be on the basis of the seniority of such similar Employees, provided the Employee recalled is qualified and able to perform the work that is available.
- 23.07 An Employee shall be responsible for providing the Employer with their current address for recall purposes.
- 23.08 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
  - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
  - (c) upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.
- 23.09 If a Full-time or Part-time Employee has not been recalled within one-hundred and eighty (180) calendar days from the date of layoff, they shall be entitled to severance pay in the amount of one and one-half (1.1/2) weeks' pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.
- 23.10 This Article does not apply to Temporary Employees.

- 23.11 An employee who is laid off under this Article and who at the commencement of the layoff is participating in Prepaid Health Benefits pursuant to Article 16 of the Collective Agreement may elect to continue existing coverage under these plans during the one-hundred and eighty (180) calendar day layoff period. If the Employee elects to maintain coverage they shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under these plans.

## **ARTICLE 24**

### **Discipline**

- 24.01 When the Employer takes disciplinary action against an Employee, that Employee shall be informed in writing as soon as reasonably possible as to the reason(s) for such action.
- 24.02 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of any disciplinary action during that two (2) year period, of which the Employee is aware.
- 24.03
- (a) The Employer agrees that access to an Employee's personnel file shall be provided to the Employee, upon written request, once in every year.
  - (b) Upon written request, a grievor shall be permitted to review their personnel file in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. They may request a representative of the Union to be present at such time.
  - (c) Employees requesting a copy of a document pertaining to a difference or a grievance in their personnel file shall be given such copy provided that they first pay to the Employer a fee to cover the cost of providing such copy. The amount of such fee shall be determined by the Employer.
- 24.04 Any Employee who is to be disciplined, shall be entitled to have a Union Steward present at the interview. During such an interview, the Union Steward shall not become involved in discussions other than to advise the Employee of their rights or recommend a course of action to him.

- 24.05 It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, they will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose they will give their manager as much advance notice as possible. Arrangements will be made by the manager to permit the Union Steward to leave their job for this purpose with no loss of regular earnings at their basic rate of pay, as soon as reasonably possible. Such time off shall be granted only upon approval of the manager, which approval shall not be unreasonably withheld.
- 24.06 An Employee who is to be interviewed regarding an allegation of misconduct lodged against that Employee shall be entitled to have a Union Steward or Union Representative present at the interview.
- 24.07 The sole right of the manager to interview third parties, or take action required to maintain order and protection of property, shall not be restricted.
- 24.08 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 24.09 An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated their employment with the Employer.

## **ARTICLE 25**

### **Employee Resignation**

- 25.01 An Employee who wishes to resign in good standing from Employer shall give notice in writing at least fourteen (14) days before the date of resignation, exclusive of any vacation to be taken before the date of resignation.

## **ARTICLE 26**

### **Grievance Procedure**

26.01 **Communication**

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of the Union, the Local Union Representative or the designated Union Steward.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Director of Housing & Community Services or the Human Resources Manager.
- (c) For the purposes of this Article, "days" shall mean calendar days except Saturdays, Sundays and Paid Holidays.

26.02

Definitions and Types of Grievances

- (a) Individual Grievance, means a dispute affecting one (1) Employee. Such grievance shall be initiated at Step One (1) except in the case of a Suspension, Termination or Dismissal which will commence at Step Two (2).
- (b) Group Grievance, means a dispute affecting two (2) or more Employees. Such a grievance shall be initiated at Step Two (2) and proceed thereafter in the same manner as an individual grievance. A Group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply appropriately, if applicable to all Employees listed on the original grievance.
- (c) Policy Grievance, means a dispute between the Parties in which, due to its nature, is not properly the subject of an individual grievance or group grievance. Such grievances(s) shall be initiated, in writing, within twenty (20) days of the date the aggrieved party(ies) first became aware of or reasonably should have become first aware of the situation leading to the grievance. If the Policy grievance is a Union grievance, it shall commence at Step Two (2). If the Policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the President's response or a failure to respond, the Employer may advance the grievance to Arbitration.



Settlement of Differences between the Union and Employer(a) Initial Problem Solving Stage

The Parties encourage an Employee and their supervisor or manager to discuss a difference where such discussion could lead to the resolution of the difference without the need for a grievance. Failing resolution between the Manager and Employee, the Employee and Manager, along with union representation and Director level management representation, will meet to share relevant information with one another on a without prejudice basis, for the purposes of resolving the dispute before filing a formal grievance. The Director involved at this initial problem solving stage will not be the same Director who hears the grievance. If the difference between the Employer and Individual or Group cannot be resolved at the Initial problem solving stage, the following sequence of steps shall be followed:

(b) Formal Grievance Procedure

## A. STEP I

- (i) A difference becomes a grievance provided it is reduced to writing specifying the nature of the grievance, the Article(s) of this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the first level of management employee in the Employee's line of supervision within ten (10) days Initial Problem Solving Stage.
- (ii) Upon receipt of a written grievance, a response shall be rendered in writing-within ten (10) days.

## B. STEP II

- (i) If the grievance is not resolved at Step I, the grievance shall be submitted to the Director, within ten (10) days from the date of receipt of the decision by the manager at Step I.
- (ii) Upon receipt of a written grievance, the President or their designate shall arrange a hearing which shall occur within ten (10) days. An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.
- (ii) The President, or their designate, shall issue their decision in writing to the Employee within ten (10) days of the grievance hearing, with a copy to the Union Steward.

C. STEP III

- (i) If the grievance is not resolved at Step II, either Party may within fifteen (15) days from the date of receipt of the Step II decision and provided the grievance has been properly processed according to the provisions of the grievance procedure, notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall specify the nature of the grievance, the Articles of this Collective Agreement upon which the grievance is based, the redress sought and the name of the first Party's appointee to an Arbitration Board.
- (ii) The recipient of the notice shall within ten (10) days inform the other Party of the name of its appointee to the Arbitration Board.
- (iii) The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.
- (iv) If the two (2) members fail to appoint a third member within ten (10) days after the day on which the last of the two (2) members is appointed, the Chairman shall be appointed pursuant to the Code.
- (v) 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 any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Board.
- (vi) Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) Parties shall bear equally the expenses of the Chairman.
- (vii) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- (viii) The hearing will be held as soon as possible, but under no circumstances commence beyond ninety (90) days of the appointment of the chair unless otherwise directed by the Parties.
- (ix) The Arbitration Board shall render a decision within sixty (60) days of the completion of the hearing(s).

- (x) The Union and the Employer may agree to extend these time limits if so requested by the Arbitration Board.

- 26.04 Subject to Article 13, in the event an Employee alleges that they have been dismissed without just cause, they may commence their grievance at Step II.
- 26.05
  - (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following expiry of the particular time limit, unless the Parties have mutually agreed, in writing, to extend the time limits.
  - (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.
- 26.06 The time limits specified throughout the Steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.

## **ARTICLE 27**

### **Employee Management Committee**

- 27.01 The Employer and the Union agree that there shall be an Employee Management, Health, Safety and Advisory Committee (EMAC) consisting of a maximum of six (6) persons with equal representation from the Parties.
- 27.02 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 27.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 27.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 27.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority to represent their respective membership and should be as constant as reasonably possible with a minimum of alteration or substitution.
- 27.06 The Chair on EMAC shall be a representative of the Employer, and the Vice-Chair shall be a representative of the Union.

- 27.07 EMAC shall meet at a mutually acceptable hour and date. The Chair and Vice-Chair may mutually call a special meeting to deal with urgent matters.
- 27.08 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 27.09 Time spent in meetings of this Committee shall be at Basic Rate of Pay, which shall not be included for purposes of computing overtime.

**ARTICLE 28**  
**Respectful Workplace/ No Discrimination**

- 28.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of race, political or religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employers exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 28.02 The Employer, Union, and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 28.03 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or out reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:
- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
  - (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
  - (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Harassment includes, but is not limited to sexual harassment and workplace violence.

- 28.04 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union representative for assistance.
- 28.05 If an Employee submits a complaint of discrimination or harassment that Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 28.06 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 28.07 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge may be imposed by the Employer against such Employee.
- 28.08 Nothing in this Article prevents the Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act* or a grievance under Article 12.

#### **ARTICLE 29**

##### **Parking**

- 29.01 The Employer agrees to continue the existing condition whereby Employees will not be charged for the use of unreserved parking stalls.

#### **ARTICLE 30**

##### **Occupational Health & Safety Committee**

- 30.01 The Parties will cooperate to the fullest extent in the matters of occupational health, safety and accident prevention.
- 30.02 (a) The Local shall select up to four (4) members to serve on the OH&S Committee. This committee may include representatives from other unions on the work site. This committee shall also include representatives from management, not to exceed the number of union representatives.

- (b) Time spent in meetings of this Committee shall be at the Basic Rate of Pay, which shall not be included for purposes of computing overtime.
  - (c) In accordance with its terms of reference, such Committee shall make recommendations to the Parties regarding the improvement of health and safety practices.
  - (d) Safety and Health will be included in the orientation program for new Employees.
- 30.03
- (a) The Employer shall provide all protective devices, equipment and clothing where required under the *Occupational Health and Safety Act*.
  - (b) Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse the Employee(s) for the cost of replacing safety footwear once in every two (2) calendar years to a limit of one-hundred dollars (\$200.00).

### **ARTICLE 31**

#### **Uniforms**

- 31.01 The Employer will supply and maintain (launder, alter and repair) without charge such uniforms which the Employer requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

### **ARTICLE 32**

#### **Registration Fees**

- 32.01 A Full-time or Part-time Employee who has worked an average of point four full-time equivalent (0.4 FTE) or greater in the previous fiscal year and has active registration with the College of Licensed Practical Nurses Association (CLPNA) at the beginning of the next registration year, shall receive two hundred and fifty dollars (\$250.00) from the Employer toward payment of the CLPNA registration fees.

### **ARTICLE 33**

#### **Notice**

- 33.01 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, or by receipted courier service, or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

Chief Executive Officer  
The Bethany Group  
4612 - 53 Street  
Camrose, Alberta T4V 1Y6

and, in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10451 - 170 Street  
Edmonton, Alberta T5P 4S7

## Salary Appendix/Pay Grids

- Effective April 1<sup>st</sup>, 2018: 0% wage increase
- Effective April 1<sup>st</sup>, 2019: Wage reopener with consideration to an additional Step 5 on the grid

Pay Classifications	Effective	Step 1	Step 2	Step 3	Step 4
Head Cook	1-Apr-2018	21.82	22.68	23.60	24.57
Assistant Cook	1-Apr-2018	18.31	19.05	19.83	20.61
Head Housekeeper	1-Apr-2018	21.83	22.68	23.60	24.57
Lodge Attendant	1-Apr-2018	16.70	17.30	18.05	18.73
Maintenance Worker	1-Apr-2018	23.19	24.12	25.06	26.03
Activities Coordinator	1-Apr-2018	17.82	18.56	19.29	20.10
Administrative Assistant	1-Apr-2018	18.85	19.57	20.37	21.17
Administrative Assistant II	1-Apr-2018	20.75	21.56	22.41	23.31
Resident Hospitality Attendant	1-Apr-2018	18.03	18.56	19.10	19.62

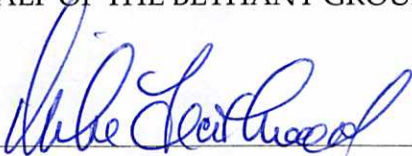
Pay Classifications	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Supportive Living Worker	1-Apr-2018	20.22	21.27	21.96	22.62	23.37	23.89	24.57	25.32
Licensed Practical Nurse	1-Apr-2018	27.86	28.01	29.13	30.27	31.40	32.49	33.80	35.15



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

Signed at Edmonton, Alberta this 4<sup>TH</sup> day of February, 2019.


ON BEHALF OF THE BETHANY GROUP





WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES





WITNESS

LETTER OF UNDERSTANDING #1

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,  
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and


THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re:   Contracting Out**

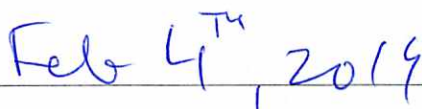
1. The Parties recognize the important contribution the Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and, at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
2. In the event of an adjustment, as outlined in 1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 21 (Layoff and Recall).
3. The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
4. The Employer will delay until January 1<sup>st</sup>, 2018 any contracting out of work performed by Employees in this Bargaining Unit which would result in job loss. However, this Letter of Understanding does not prevent contracting out due to the performance of extra work required by the Employer, providing the performance of the aforementioned work does not reduce the hours of work of any Employee who works regular shift schedules.
5. The Parties agree that the Employer is exempted from the terms and conditions of this Letter of Understanding for any contracts already being managed by the Employer as at April 1<sup>st</sup>, 2004.

6. This Letter of Understanding will not prevent the transfer of services and the associated employees between lodge facilities operated by the Bethany Group.
7. This Letter of Understanding will expire on March 31, 2020.

  
\_\_\_\_\_  
On behalf of THE BETHANY GROUP

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the ALBERTA UNION  
PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #2

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,  
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Voluntary Separation Allowance**

Whereas the Employer may require reductions in the number of Regular Full-time and Regular Part-time employees that they employ, the Parties agree to provide a Voluntary Separation Allowance as follows:

1. During the term of this Letter of Understanding, the Separation Allowance (as outlined in paragraph 5 of this Agreement) is available to eligible Employees in lieu of the provisions of Article 21 (Layoff and Recall) of the Collective Agreement entered into by the Parties.
2. The Separation Allowance will be available for Regular Full-time and Regular Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election of the Separation Allowance.
3. Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen (14) calendar days of the receipt of a Notice of Layoff.
4. In addition to paragraphs 1 and 2, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may but will not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational requirements as determined by the Employer, whose decision is final and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under this paragraph, are required to resign at a time acceptable to the Employer.

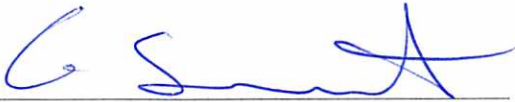
5. The Separation Allowance for Regular Full-time Employees under this letter shall be calculated at two (2) weeks pay per years of service to a maximum allowance of forty-three (43) weeks pay. Regular Part-time Employees will be eligible to receive a Separation Allowance on a pro rata basis in proportion to hours worked by a Regular Full-time Employee in the same classification.



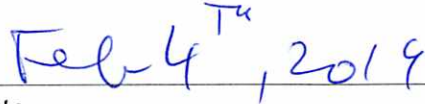
On behalf of THE BETHANY GROUP



Date



On behalf of the ALBERTA UNION  
PROVINCIAL EMPLOYEES



Date

LETTER OF UNDERSTANDING #3

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,  
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Workforce Adjustment Protocol**

1. The Parties recognize the important contribution the General Support Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that the Employer will consult with the Union as soon as reasonably possible and, at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
2. In the event of an adjustment, as outlined in 1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 21 (Layoff and Recall).
3. The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.

  
On behalf of THE BETHANY GROUP

February 12, 2019  
Date

  
On behalf of the ALBERTA UNION  
PROVINCIAL EMPLOYEES

Feb 4<sup>th</sup>, 2019  
Date

LETTER OF UNDERSTANDING #4

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,  
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: On Call/ Call Back – LIFELINE**

Employees who are deemed to be immediately available shall be required to be “on call” on a rotational basis to ensure monitoring of lifeline communication is maintained during non scheduled work hours.

For the purpose of this letter of understanding, immediately available shall include all employees who have an ability to respond within twenty (20) minutes of receiving the call out.

On call reimbursement shall be approved as per the following:

1. Thirty-five dollars (\$35.00) compensation per thirteen (13) hour period per “on call” duty.
2. If, while on call the employee is required to return to work, the employee will be reimbursed at regular rate of pay for a minimum of two (2) hours, and any subsequent call during the same on call period will not be treated as a separate call back until the time worked has actually exceeded two (2) hours.

An Employee shall not normally be required to be “on call” over two (2) consecutive weekends, or two (2) consecutive named holidays where other qualified staff are available.

The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement shall remain in full force and effect between the parties.

The Union and the Employer acknowledge and confirm that this letter of understanding will expire on the same date as the Collective Agreement currently in place



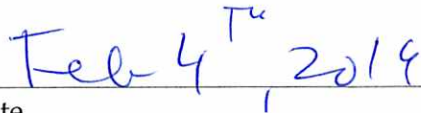
On behalf of THE BETHANY GROUP



Date



On behalf of the ALBERTA UNION  
PROVINCIAL EMPLOYEES



Date



LETTER OF UNDERSTANDING #5

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,  
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

Re: Workload Appeal Process

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/ resource fluctuations, shifting priorities, and increasing demands.

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) days.

If an Employee has concern(s) regarding their ongoing workload, the Employee may initiate a workload appeal process as follows:

LEVEL 1

Ongoing workload concern(s) shall be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

LEVEL 2

If the Employee is not satisfied with the outcome at Level I, within seven (7) calendar days of the response at Level I, the Employee shall submit the workload concern(s) in writing to the Director of the Program. The Director shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

LEVEL 3

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Chief Executive Officer. The Chief Executive Officer shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.


A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

Dispute Resolution:

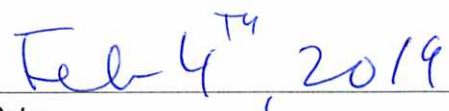
- (a) The application of the processes of this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
\_\_\_\_\_  
On behalf of THE BETHANY GROUP

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the ALBERTA UNION  
PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
Date

---

**LETTER OF UNDERSTANDING**

Between

BETHANY NURSING HOME OF CAMROSE, ALBERTA

at Rosehaven Care Centre and Bethany Long Term Care (all Auxiliary Hospital, Nursing Home, and designed Supportive Housing Sites) (“Health Sites”) and;

at Bashaw Meadows, Brookside, Deer Meadows, Peace Hills Lodge, Rosealta Lodge, West Pine Lodge, and Wetaskiwin Meadows (“Lodge Sites”)

-and-

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047/002)

**Re: Health Care Aide Workplace Program**

1. The Bethany Group (“TBG”) is partnering with NorQuest College to implement a Health Care Aide Workplace Program (the “Program”). TBG has created a new classification of “Uncertified Health Care Aide” (“UHCA”) and Employees are hired into this new classification for the purposes of the Program. TBG will use the position title “Health Care Aide – in training” for the UHCA classification.
2. TBG may hire Employees in the UHCA classification at both or either of the Health Sites, Louise Jensen and Bethany Meadows, or DSL4, Memory Lane and Bashaw Meadows.
3. The basic rate of pay for the UHCA classification shall be \$17.91/hour.



4. NorQuest College determines the criteria for what constitutes successful completion of the Program. An Employee's failure to successfully complete the Program shall not be subject to the grievance procedure.
5. The Program is a combination of online education and onsite clinical skills training and assessment:
  - (a) the course portion of the Program is scheduled between the Employee and NorQuest. All time spent by the Employee on the course portion of the Program shall be conducted on the Employee's own time outside of scheduled hours of work with TBG. The Employee is not entitled to any payment from TBG for any time spent on courses, including time spent studying or writing examinations;
  - (b) TBG will provide clinical tutoring and skills training/assessments through onsite classes and labs ("Onsite Classes"). TBG will set the dates and times of all Onsite Classes. Attendance at the Onsite Classes is mandatory.
  - (c) Attendance at the Onsite Classes will result in no loss of regular earnings at the Employee's basic rate of pay. For the sake of clarity, an Employee who is not scheduled to work during an Onsite Class shall receive no payment from TBG for attendance at the Onsite Class.
6. The Employee has twelve (12) months to complete the Program from the date of commencement in the position.
7. Upon successful completion of the Program:
  - a. an Employee who commenced as an UHCA within the Health Sites shall be reclassified into the Residential Support Aide classification; or



- b. an Employee who commenced as an UHCA within the Lodge Sites shall be reclassified into the Supportive Living Worker classification.
8. Successful completion of the Program is a condition of the Employee's continued employment with TBG beyond twelve (12) months. Failure to successfully complete the Program within twelve (12) months from the date of the Employee's commencement in the position shall constitute just cause for immediate termination.
9. This Letter of Understanding shall expire on September 30, 2023, unless extended by mutual agreement.

*Carla Beck*  
On behalf of the Employer

*18. May. 2022*  
Date

*G. Smith*  
On behalf of the Union

May 19, 2022  
Date