



COLLECTIVE AGREEMENT

BETWEEN

THE CANTERBURY FOUNDATION

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF
LOCAL 047 CHAPTER 013**

January 1, 2021 to December 31 2023

TABLE OF CONTENTS (NUMERICAL)

Article		Page
	Preamble.....	
1	Terms of Agreement.....	
2	Definitions.....	
3	Application.....	
4	Union Recognition.....	
5	Union Membership, Security and Check-off.....	
6	Management Rights.....	
7	Respect in the Workplace/ No Discrimination or Harassment.....	
8	Union Stewards.....	
9	Probationary Period and Orientation.....	
10	Seniority.....	
11	Layoff and Recall.....	
12	In-Service Programs.....	
13	Appointments, Promotions, Transfers and Vacancies.....	
14	Hours of Work.....	
15	Overtime.....	
16	Salaries.....	
17	Premium Differentials.....	
18	Named Holidays.....	
19	Annual Vacation.....	
20	Health Benefits.....	
21	Leave of Absence.....	
22	Sick Leave.....	
23	Workers' Compensation.....	
24	Temporary Employees.....	
25	Job Classification.....	
26	Performance Appraisals.....	
27	Discipline and Dismissal.....	
28	Grievance Procedure.....	
29	Occupational Health and Safety.....	
30	Bulletin Board Space.....	
31	Resignation.....	
32	Professional Fees.....	
33	Uniforms and Apparel.....	
34	Registered Retirement Savings Plan.....	
35	Casual Employee.....	
36	On-Call.....	
	Salaries Schedule.....	
	Letter of Understanding	Page
1	Vacation Carry-over and Payout.....	

2 Workload Review Committee.....

3 \$2/hr Home Care Aide Pandemic Pay.....

4 Increase of Full Time Equivalencies.....

DRAFT

TABLE OF CONTENTS (ALPHABETICAL)

Article	Page
19 Annual Vacation.....	18
3 Application	4
13 Appointments, Promotions, Transfers and Vacancies.....	11
30 Bulletin Board Space	31
35 Casual Employee.....	33
2 Definitions	2
27 Discipline and Dismissal.....	27
28 Grievance Procedure	28
20 Health Benefits.....	19
14 Hours of Work.....	12
12 In-Service Programs	11
25 Job Classification	26
11 Layoff and Recall.....	9
21 Leave of Absence.....	20
6 Management Rights	6
18 Named Holidays	17
29 Occupational Health and Safety	31
36 On-Call.....	33
15 Overtime	14
26 Performance Appraisals.....	26
Preamble.....	1
17 Premium Differentials	15
9 Probationary Period and Orientation.....	8
32 Professional Fees.....	32
34 Registered Retirement Savings Plan.....	32
31 Resignation.....	31
7 Respect in the Workplace/ No Discrimination or Harassment.....	6
16 Salaries.....	14
Salaries Schedule.....	34
10 Seniority	9
22 Sick Leave.....	23
24 Temporary Employees	26
1 Terms of Agreement.....	2
33 Uniforms and Apparel.....	32
5 Union Membership, Security and Check-off.....	5
4 Union Recognition	4
8 Union Stewards.....	7
23 Workers' Compensation.....	25
Letter of Understanding	Page
3 \$2/hr Home Care Aide Pandemic Pay.....	39

4	Increase of Full Time Equivalencies.....	41
1	Vacation Carry-over and Payout.....	37
2	Workload Review Committee.....	38

DRAFT

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the resident with efficient and competent services.

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

- (i) Ensure the provision of the best possible service and quality resident care, by providing quality care that is holistic, providing for the physical, emotional and social needs in a caring environment;
- (ii) Protect the interests of residents, Employees, the Employer and the Community;
- (iii) Maintain harmonious relations between the Employer, the Employees and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

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ARTICLE 1
TERM OF AGREEMENT

- 1.01 This Agreement, including Appendices thereto, unless altered by mutual consent of both Parties hereto, shall be in force and effect from the date of ratification by the Parties up to and including December 31, 2023 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any initial proposed amendments at commencement of negotiations. This in no way limits either party from submitting counter proposals during negotiations.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed;
- in the case of the Employer to:
- The Executive Director
Canterbury Foundation
8311 – 142 Street NW
Edmonton, AB T5R 5Y5
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, AB T5S 0P7
- 1.04 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.
- 1.05 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this collective agreement.

ARTICLE 2
DEFINITIONS

- 2.01 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.02 "Basic Rate of Pay" shall mean the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.03 "Chapter" means a component of the Union responsible for administration and

negotiation of the Collective Agreement.

2.04 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.

2.05 "Code" means The Labour Relations Code, as amended from time to time.

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- 2.06 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "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;
 - (b) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified in the "Hours of Work" Article of this Collective Agreement;
 - (c) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of four (4) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is four (4) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position:
 - (i) for a specific job of more than four (4) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of four (4) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of four(4) months.
- 2.07 "Employer" shall mean the Canterbury Foundation and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 2.08 "Registered Nurse (R.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.09 "Local" means Local 047 of The Alberta Union of Provincial Employees.
- 2.10 "May" shall be interpreted to be permissive rather than mandatory.
- 2.11 "Member" means an Employee of the Canterbury Foundation who is included in this Collective Agreement and who is a member of the Local.
- 2.12 "Parties" shall mean AUPE and the Canterbury Foundation.
- 2.13 "Position" shall mean:

- (a) the Employee status;
- (b) the classification; and
- (c) number of scheduled bi-weekly hours.

2.14 "Shall" shall be interpreted to be mandatory rather than directory.

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- 2.15 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.
- 2.16 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.17 "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.18 "Status" shall mean either Full-time or Part-time or Temporary or Casual as defined above.
- 2.19 "Union" means the Alberta Union of Provincial Employees (AUPE).
- 2.20 This Agreement shall be gender neutral and include all genders, gender identity and gender expression. The singular (e.g. "the Employee") shall include the plural (e.g. "they"/"them") and vice-versa, as applicable.

ARTICLE 3 APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees of the Bargaining Unit.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
- 3.05 Where a conflict exists between a provision contained in this Collective Agreement and the Employer's policies, regulations, guidelines or directives cover the subject matter, the Collective Agreement shall apply.

ARTICLE 4 UNION RECOGNITION

- 4.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them to a Collective Agreement
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.
- 4.03 For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- 4.04 All correspondence between the Parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both Parties shall advise each other, in writing, of the names of their representatives.
- 4.05 A Union Steward shall have the right to wear a Union lapel pin during working hours, however no pin shall be worn in areas where the Employer determines there are safety issues.
- 4.06 Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work except for purposes of instruction, in an emergency, when Regular Employees are not readily available, or due to unforeseen short term circumstances and provided that the act of performing the aforementioned work does not displace any bargaining unit Employees or reduce the hours or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 4.07 This Agreement will not apply to persons who are agreed between the Parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of Labour Relations Code (LRC).
- 4.08 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than thirty (30) minutes by the Union on the Employer's time during the Employer's orientation of such new Employees. This orientation shall be scheduled by the Employer to be held during its new hire orientation.

ARTICLE 5
UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 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) to voluntary membership in the Union.
- 5.02
- (a) All Employees shall be required to pay Union dues. The Employer shall deduct from the base earnings of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Executive Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
 - (b) Particulars identifying each Employee in an electronic form showing the Employee name, amount of deduction and the amount of bi-weekly earnings shall be provided bi-weekly together with the amount deducted from each Employee.

DRAFT

(c) The Employer shall provide the Union with a complete list of Employee names, mailing addresses, phone number, classifications, full-time equivalency, hire date, status type, and hourly rate of pay. This list shall be supplied to the Union four times (4X) each calendar year.

5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.

5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.

5.05 Deductions of amounts equal to the dues for all Employees shall commence with the first pay period of employment. Employees hired prior to the ratification of this Agreement shall commence dues deductions on the first pay period following ratification of the Agreement.

5.06 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

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ARTICLE 6
MANAGEMENT RIGHTS

6.01 The Union acknowledges that all management rights are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this Agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility;
- (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline Employees for just cause.
- (d) To have the right to plan, direct, schedule and control the work of the Employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment.

ARTICLE 7
RESPECT IN THE WORKPLACE/ NO DISCRIMINATION OR HARASSMENT

7.01

The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, bullying and harassment are not tolerated.

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- 7.02 The Parties agree there shall be no discrimination, harassment, coercion or interference exercised or practiced by either Party or Employees, in respect of an Employee by reason of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation of that Employee, nor in respect of an Employee's membership in the Union or activities of the Union and political affiliation.
- 7.03 Clause 7.02 does not apply with respect to refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 7.04 For the purposes of this Agreement, harassment is defined as set out in the Employer policy. Harassment includes but is not limited to sexual harassment and workplace violence.
- 7.05 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with Employer policy and Employees are required to cooperate with the investigation. Where possible, an investigation will begin within seventy-two (72) hours (exclusive of Saturday, Sunday and Named Holidays) of the date the complaint is received and shall proceed towards conclusion expeditiously.
- 7.06 The Employer shall cover the contents and existence of its Preventing Workplace Harassment and Violence Policies at Orientation and shall notify the Union forthwith of any changes to these policies.
- 7.07 After proper investigation, the Employer may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 7.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations may be dealt with according to the Preventing Workplace Harassment and Violence Policies.
- 7.09 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act*.

ARTICLE 8 UNION STEWARDS

- 8.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent them in the processing of a grievance, a meeting or disciplinary investigation with the Employer. When it becomes necessary for a Union Steward to leave the job for this purpose, they will request time off from the Supervisor and provide as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave the job, as soon as reasonably possible. The Steward

will suffer no loss of regular earnings to attend any meetings called by the Employer. Such time off shall be granted only upon the approval of the Supervisor which approval shall not be unreasonably withheld.

8.02 A list of Union Stewards shall be supplied by the Union to Human Resources. Human Resources shall be advised in writing of any change to the list. The list shall be updated by the Union annually.

8.03 Members shall have the right at any time to the assistance of Union Staff Representatives when collective bargaining with the Employer and when processing a grievance.

8.04 Union Representatives Leave

(a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.

(b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, Local/Chapter meetings, or to attend meetings as a member of the Union's Provincial Executive Board.

(c) When leave to attend Union business has been approved, it is granted without pay and without loss of seniority.

8.05 Negotiations

Three (3) Employees elected or appointed to the Union Bargaining Committee shall be granted time off without loss of pay and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits. In the event a Union Negotiating Committee member does not attend the scheduled negotiations, or if the scheduled negotiations are cancelled, reimbursement by the Union will be effected unless the shifts are reinstated or another form of leave is utilized.

8.06 Union Stewards or other Employees representing the Union, shall agree they will not conduct Union business during working hours.

ARTICLE 9
PROBATIONARY PERIOD AND ORIENTATION

- 9.01 Each Employee shall first serve a single probationary period of five hundred and three point seven five (503.75) regular hours worked, exclusive of overtime hours. The probationary period may be extended up to an additional maximum of five hundred and three point seven five (503.75) regular hours worked, exclusive of overtime hours. When the probationary period is extended by the Employer, the Employee shall be advised of the extension in writing. The Employer shall notify the Union of the extension of the probationary period within seven (7) calendar days of the date the extension was communicated to the Employee.
- 9.02 If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated during the probationary period without cause or notice, or pay in lieu of notice, and such dismissal or termination may be subject to appeal through the grievance procedure but shall not be subject to arbitration.
- 9.03 The Employer shall provide a paid orientation period for all new Employees.

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9.04 The Employer shall provide a performance appraisal or performance feedback to each probationary Employee at least once during their probationary period.

ARTICLE 10
SENIORITY

10.01 (a) The seniority date of all Regular Employees shall be from the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary or Regular Employee pro-rated based on regular hours worked.

(b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, hours worked during the probationary period shall be credited towards seniority.

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

(a) the employment relationship is terminated by either the Employer or the Regular Employee; or

(b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to a Regular position; or

(c) if an Employee does not return to work when recalled as provided in the Layoff and Recall Article; or

(d) an Employee is absent from work for three (3) consecutive days without reason acceptable to the Employer.

10.03 Seniority shall be considered in determining:

(a) preference for vacation time in accordance with the provisions specified in Article 19 Annual Vacation;

(b) Layoffs and recalls subject to the provisions specified in Article 11 Layoff and Recall;

(c) Promotions, transfers, and in filling vacancies within the bargaining unit subject to the provisions specified in Article 13 Appointments, Promotions, Transfers and Vacancies.

10.04 Annually, the Employer will post on the Bulletin Board with copies to the Union, a seniority list containing the name, classification and seniority date of each Regular Employee in chronological order.

10.05 Should a difference arise regarding an Employee's seniority, the Employee and the

Union shall carry the responsibility for compiling the necessary proof or prior service and providing it to the Employer.

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ARTICLE 11
LAYOFF AND RECALL

- 11.01 When, in the opinion of the Employer, it becomes necessary to displace, reduce hours or eliminate the positions of a Regular Employee, due to organizational change or a reduction of the workforce, the Employer will notify the Union and the Employees who are to be laid off at least twenty eight (28) calendar days prior to the date of the layoff. No notice is required where layoff results from emergency conditions or circumstances, including an act of god, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- 11.02 In determining the order of layoff, the Employer shall layoff in reverse order of seniority by classification. In all instances, layoff is subject to the remaining Employees having the skills, training, qualifications, knowledge and ability to perform the assigned work satisfactorily.
- 11.03 No new Full-time or Part-time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the skills, training, qualifications, knowledge and ability to perform the work required and are available to do so.
- 11.04 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plans in accordance with the plan provider's policies for the period of one hundred and twenty (120) days. Failure to make arrangements for payment will result in termination of all benefits.
- 11.05 Other than the continuance of certain benefits as may be arranged under Article 11.04 and the retention of seniority under Article 10 Seniority, an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 11.07 and 11.08.
- 11.06 Employees on layoff are responsible for informing the Employer of any change in address or telephone number that may be used to contact them for recall.
- 11.07 When increasing the work force, recalls shall be carried out in order of seniority by classification provided the Employee being recalled has the skills, training, qualifications, knowledge and ability to perform the required work satisfactorily.
- 11.08 An Employee who is laid off of work through the application of this Article and has elected to be on recall, should indicate in writing at the first of each month their availability to work casual shifts. Casual shifts will be offered in order of seniority and availability to an Employee with the skills, training, qualifications, knowledge and ability to perform the work, up to their pre layoff hours of work. The obligation to offer casual shifts shall expire twelve (12) months from the date the Employee is reduced in hours or laid off.

11.09 Termination of Recall Rights

- (a) The employment of an Employee shall be considered terminated when the Employee does not accept recall or has not changed their status to casual prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.
- (b) An Employee who changes their status to casual prior to the expiry of the twelve (12) month recall period shall give up their right to recall.
- (c) Any casual hours worked by an Employee on layoff will not extend the twelve (12) month recall period.
- (d) Failure to comply with Article 11.06 may result in the termination of recall rights.

11.10 Severance

Commencing on the date of ratification of this Agreement, in the event of layoff resulting in permanent reductions of Regular Employees, severance pay shall be granted in accordance with the following severance schedule:

Service between 3 months & 2 years – 1 week severance pay

Service between 2 years & 4 years – 2 weeks severance pay

Service between 4 years & 6 years – 4 weeks severance pay

Service between 6 years & 8 years – 5 weeks severance pay

Service between 8 years & 10 years – 7 weeks severance pay

Service between 10 years & beyond – 10 weeks severance pay

Employees electing severance shall not be eligible for recall in accordance with Article 11.07 and 11.08 of this Collective Agreement. Severance pay shall be deemed to be inclusive of any and all legislative requirements for termination notice.

ARTICLE 12
IN-SERVICE PROGRAM

- 12.01
- (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.
 - (b) The Employer reserves the right to identify specific in-service programs as being compulsory.
 - (c) Employees who, with the prior approval of their Supervisor, attend an in-

service or development program shall be paid at the Basic Rate of Pay for time in attendance. An Employee, who is required to attend a training course or seminar, shall be paid at the Basic Rate of Pay for time in attendance.

- (d) When requested by the Employee, and deemed necessary in the circumstance, the Employer may approve paid time at the applicable rate to complete training at home.

ARTICLE 13

APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

13.01 When a new position is created or when a vacancy occurs, which the Employer intends to fill in any classification covered by this Collective Agreement, such position or vacancy shall be posted for not less than five (5) calendar days in advance of making an appointment.

- (a) The posting shall contain the following information:
 - (i) qualifications and/or competencies required;
 - (ii) employment status (Full-time, Part-time, Temporary or Casual);
 - (iii) classification and current hours;
 - (iv) range of rate of pay;
 - (v) if Temporary, the anticipated duration of such position.
- (b) All applications for job postings shall be made in writing to the contact person designated on the job posting.

13.02 (a) When filling vacancies, the determining factors shall be job related skills, qualifications, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

- (b) Subject to Article 13.02 (a), for vacancies within the bargaining unit the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

13.03 When the posting process is completed and the position is awarded, notice of the award will be posted on the bulletin board.

13.04 A Regular Employee who applies for and is successful on a Temporary position shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a term Employee. At the completion of the Temporary

position, the Regular Employee shall return to their former position. At the completion of the Temporary position, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

An Employee who is successful in a Temporary job posting will not be allowed to apply for another Temporary position unless the position posted commences after the expiry of the current Temporary position unless approved in writing by the Employee's manager.

- 13.05 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate an Employee. When an accommodation is made pursuant to Article 13.05, the Union will be notified in writing.

ARTICLE 14 HOURS OF WORK

- 14.01 It is understood and agreed that the work shall provide for continuous operation Monday through Sunday.

- 14.02 (a) The normal hours of work for Full-time Employees working seven point seven-five (7.75) hour shifts shall be ~~seventy-seven point seven-five (77.75)~~ hours over a period of fourteen (14) calendar days averaged over the complete cycle of the shift schedule. Unpaid meal periods shall be thirty (30) minutes. No split shifts shall be worked by any Employee, except by mutual agreement.

- (b) The regular hours of work for Part-time and Casual Employees working seven point seven-five (7.75) hour shifts shall be less than seventy-seven point seven-five (77.75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point seven-five (7.75) hours, exclusive of meal periods.

- 14.03 (a) All Employees working seven point seven-five (7.75) hour shifts shall be permitted one (1) fifteen (15) minute rest period for each period of four (4) hours of work, the time of which may be scheduled by the Employer. The fifteen (15) minutes shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the fifteen (15) minutes expire.

- (b) If an Employee is recalled from or required by the Employer to work through their meal or rest period, they shall receive a full meal period or rest period later in their shift. Where that is not possible, they shall receive pay at overtime rates for the full meal or rest period.

- (c) If the Employer requires an Employee to be readily available for duty during

the Employee's meal break, they shall be so designated in advance and be paid for that meal break at their Basic Rate of Pay.

- 14.04 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for Employees working seven point seven-five (7.75) hour shifts shall provide for:
- (i) at least twelve (12) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) at least two (2) consecutive days of rest in a fourteen (14) calendar day period; and
 - (iv) no shift shall be less than three (3) hours.
- (b) Except by mutual agreement between the Employer and the Employee, or where Employees are hired to work on weekends, an Employee working seven point seven-five (7.75) hour shifts shall receive at least two (2) weekends off in a five (5) week period averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

14.05 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement between the Union, Employee and the Employer. Where benefits or entitlements are expressed in the Collective Agreement in terms of days, these shall be pro-rated equivalently for Employees who are working extended hours of work.

- 14.06 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than three (3) calendar days notice, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.
- (b) Employee requests for shift exchanges must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances, and approved by the Supervisor. Shift exchanges shall not result in additional cost to the Employer.

14.07 The Employer will provide the Union with a copy of all posted work schedules upon request.

14.08 Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for actual hours worked or three (3) hours, whichever is the greater, at the Employee's regular rate of pay.

14.09 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be

extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 14.10 (a) Except for Clauses 14.04, 14.06 and 14.08, this Article shall apply to Casual Employees.
- (b) Unless prescheduled, Clause 14.06(a) shall not apply to Casual Employees.
- (c) This Article shall apply to Temporary Employees working in a Part-time or Full-time capacity.

14.11 Additional Shifts

Part-time Employees who wish to work additional hours shall so indicate in writing on a monthly basis to the Employer. When additional hours are available (which are not short absence notices), the Employer will offer such additional hours to Regular Part-time Employees on a seniority basis. If all available shifts are not filled then Casual Employees may be assigned shifts as equitably as possible.

ARTICLE 15
OVERTIME

15.01 Overtime is all time authorized by the Employer and worked by an Employee:

- (a) in excess of seven point seven five (7.75) work hours per shift for Employees scheduled to work pursuant to 14.02
- (b) in excess of seventy-seven point seven five (77.75) work hours in a fourteen (14) calendar days.

15.02 The overtime rate of one and one-half times (1 1/2X) the applicable basic hourly rate shall be paid for all overtime worked.

15.03 Where an Employee works overtime on a named Holiday, overtime pay shall be three times (3X) the basic rate of pay.

ARTICLE 16
SALARIES

16.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

16.02 Wage rates are effective on the dates specified in the Salary Schedule.

- 16.03 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice. In the event of changes to the payroll system, the Employer will provide at least thirty (30) calendar days notice of such change to affected employees.
- 16.04 An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) Full-time, Part-time, Temporary and Casual Employees shall be entitled to advance to the next higher Basic Rate of Pay upon the completion of each two thousand twenty-two point seven-five (2,022.75) paid hours exclusive of overtime.
 - (b) Subject to the capability of the payroll system, all hours accrued by an Employee shall be recorded on the biweekly pay statement.
- 16.05 Provided that not more than two (2) years have elapsed since the experience was obtained, when an Employee has job specific experience or education satisfactory to the Employer, their starting salary may be adjusted to recognize their previous experience or education.
- 16.06 (a) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors providing such corrective action is taken within six (6) months of the overpayment. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.
- (b) Where non-monetary entitlements have been overpaid in error, the Employer will notify the Employee and may make the entire adjustment immediately.

ARTICLE 17 PREMIUM DIFFERENTIALS

Effective Date of Ratification

- 17.01 (a) A shift differential of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours provided more than two (2) hours are worked in this period.
- (b) A shift differential of two dollars and seventy-five cents (\$2.75) per hour will be paid for all hours worked between twenty three hundred (2300) hours

and zero seven hundred (0700) hours provided more than two hours are worked in this period.

Effective September 1, 2022

- (a) A shift differential of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours provided more than two (2) hours are worked in this period.
- (b) A shift differential of three dollars and seventy-five cents (\$3.75) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours provided more than two hours are worked in this period.

Effective January 1, 2023

- (a) A shift differential of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours provided more than two (2) hours are worked in this period.
- (b) A shift differential of four dollars and twenty-five cents (\$4.25) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours provided more than two hours are worked in this period.

Effective Date of Ratification

17.02 Weekend Premium

- (a) An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend premium of two dollars (\$2.00) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday provided more than two (2) hours are worked in this period.

Effective September 1, 2022

- (b) An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend premium of two dollars and fifty cents (\$2.50) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday provided more than two (2) hours are worked in this period.

Effective January 1, 2023

- (c) An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend premium of three dollars (\$3.00) per hour for all hours worked between fifteen hundred

(1500) hours Friday and zero seven hundred (0700) hours Monday provided more than two (2) hours are worked in this period.

- 17.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 17.04 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

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ARTICLE 18
NAMED HOLIDAYS

- 18.01 (a) The following are considered Named Holidays:
- | | |
|------------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| August Civic Day | Boxing Day |
- and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

18.02 Qualifying for Named Holiday Pay

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

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

18.03 Named Holiday Pay

An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay, plus:

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) when requested by an Employee, the Employee may receive payment for such day at their Basic Rate of Pay.

18.04 Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such Holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 18.03.

18.05 Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 18.03.

18.06 Part-Time, Temporary and Casual Employees

- (a) On each pay period, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, five percent (5%) of their earnings in the last four (4) weeks in lieu of Named Holiday benefits.

- (b) Part-time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) for all hours worked on the Named Holiday.

18.07 The Employer will endeavor to accommodate requests for time off on Christmas Day and New Year's Day in an equitable and alternating manner.

ARTICLE 19 ANNUAL VACATION

19.01 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 day of January in each calendar year and concluding on the last day of December of the same calendar year.
- (c) Employees will commence earning vacation entitlement upon the date of commencement of employment.
- (d) Employees who receive vacation pay as a percentage in lieu of paid vacation time are entitled to take an amount of unpaid vacation time off equivalent to the applicable entitlement in 19.02.

19.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, a Full-time Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
 - (i) Following one (1) year and to the fourth (4th) year of such employment, an Employee earns a vacation at the rate of ten (10) working days or four percent (4%); and
 - (ii) during the fifth (5th) to ninth (9th) year of employment, an Employee earns a vacation at the rate of fifteen (15) working days or six percent (6%); and
 - (iii) during the tenth (10th) to fourteenth (14th) year of employment, an Employee earns a vacation at the rate of twenty (20) working days or eight percent (8%); and
 - (iv) during the fifteenth (15th) to nineteenth (19th) year of employment, an Employee earns a vacation at the rate of twenty-five (25) working days or ten percent (10%).
 - (v) during the twentieth (20th) and subsequent years of employment,

an Employee earns a vacation at the rate of thirty (30) working days or twelve percent (12%).

(b) Employees with less than a year of service

An Employee who has less than one (1) year of service prior to the first (1st) day of January in any one (1) year shall be entitled to vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

(c) Vacation Earning

The Employer shall provide to each Employee a bi-weekly vacation accrual report.

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- 19.03 Notwithstanding Article 19.02, vacation with pay shall not accrue during periods while:
 - (a) on layoff; and
 - (b) in receipt of compensation from the Workers' Compensation Board or Supplemental Unemployment Benefit (SUB) Plan; and
 - (c) on leave of absence without pay in excess of fifteen (15) calendar days for any reason.

19.04 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner for each classification from December 1 to January 2 of each year for vacation the following year. Where an Employee submits vacation preference by January 2nd of that year, approval shall be granted in writing, by January 31st of the same year subject to operational requirements. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

When an Employee submits a request in writing after January 2nd for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request on a first come first serve basis. When the vacation request is submitted between January 3 and January 31, the Employer shall indicate approval or disapproval in writing of the vacation request by February 15th.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

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

19.06 Vacation Entitlement for Part-Time Employees

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

$$\begin{array}{rcccl}
 \text{Hours worked as a Part-} & & \text{The applicable \%} & & \text{Number of hours of} \\
 \text{time Employee at the} & & \text{as outlined in} & = & \text{paid vacation time} \\
 \text{basic rate of pay} & \times & \text{Article 19.02} & & \text{to be taken}
 \end{array}$$

- 19.07 All Employees other than Full-time and Part-time Employees shall be paid the appropriate percentage of gross earnings in accordance with Article 19.02 on each pay period.

ARTICLE 20
HEALTH BENEFITS

20.01 Eligible Employees must be regularly scheduled to work a minimum of thirty-eight point seven five (38.75) hours per pay period to continue to be eligible for health benefits.

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20.02 An Employee is eligible to receive health benefits after they have successfully completed their probationary period.

20.03 Group benefit costs will be allocated as follows:

Mandatory

Accidental Death and Dismemberment 100% Employer

Long Term Disability 100% Employee

Life and Dependent Life Insurance 100% Employer

Optional *

Health and Dental Services 55% Employer and 45% Employee

Effective the pay period following ratification this amount shall be revised to 65% Employer and 35% Employee

* Mandatory unless Employee elects to waive coverage through the Canterbury plan because their spouse has coverage through their Employer.

20.04 Employees must continue to pay their share of the benefit plan costs during periods of extended absences of fifteen days or more, which are due to illness, maternity leave or leave without pay. For Employees who are disabled, the Employer will continue to pay its share of premiums as currently established until the Waiver of Premiums is approved or until the Employee's disability has existed for at least six (6) months for the last day worked, whichever is longer.

20.05 An Employee may, with written notice to the business office, opt out of the plan during extended absences and be reinstated on their return to work.

20.06 The Employer shall provide the Union with a copy of the benefit plan. If the Employer changes the plan or benefit provider, the replacement plan shall provide coverage at least equivalent to the previous plan.

20.07 Effective January 1, 2023, a Health Spending Account in the annual amount of two hundred dollars (\$200) shall be available to all Full-time Employees. For Part-time and Temporary Employees, this amount shall be pro-rated based on the Employees full-time equivalency (FTE). Reimbursement of allowable medical and dental expenses may be claimed against an Employees Health Spending Account. Unused amounts can be carried over for one subsequent year.

ARTICLE 21
LEAVE OF ABSENCE

21.01 General Conditions

(a) In addition to leaves listed in the Collective Agreement, Employees are

eligible for any leaves as set out in the *Alberta Employment Standards Code*. Unless otherwise stated, these leaves will be without pay.

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- (b) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Administrator or designate. Except in exceptional circumstances the Administrator or designate will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (c) A leave of absence without pay shall be granted to an Employee in the case of serious illness or accident to the Employee's immediate family in accordance with Alberta Employment Standards.
- (d) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of fifteen (15) calendar days.
- (e) During leaves of absence without pay of longer than fourteen (14) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 20 for a maximum of ninety (90) calendar days. In cases of Maternity, Parental/Adoption or WCB leaves, Employees may elect to maintain coverage of contributory plans specified in Article 20 for the duration of the leave. Employees shall make prior arrangements to pay full premium costs in a lump sum or on a monthly basis. A failure to remit the payment required above will result in cancellation of benefits.
- (f) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (g) An Employee who has been granted leave of absence and overstays the leave without permission of the Administrator or designate shall automatically terminate their position, except in cases of extenuating circumstances acceptable to the Employer.

21.02

Maternity Leave

A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay. Maternity leave is a maximum of sixteen (16) weeks.

Maternity leave may commence up to thirteen (13) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.

If during the twelve (12) week period immediately preceding the estimated date of

delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave.

For the period of maternity leave during which the mother's physician certifies that she is unable to work due to medical reasons, the mother shall be entitled to access sick leave benefits in the same fashion as an Employee absent due to illness.

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21.03 Parental or Adoption Leave

An Employee who has been employed for at least ninety (90) consecutive days is entitled to parental leave without pay as follows:

- (a) in the case of an Employee who has taken maternity leave, a maximum of sixty-two (62) weeks commencing immediately following the last day of her maternity leave;
- (b) in the case of a parent who has not taken maternity leave, a maximum of sixty-two (62) weeks after the child's birth; or
- (c) in the case of an adoptive parent, a maximum of sixty-eight (68) weeks after the child is placed with the adoptive parent for the purposes of adoption.

If both parents are Employees, parental leave may be shared between them or wholly taken by one parent. If the parents intend to share the parental leave, they must so advise the Employer at least six (6) weeks in advance of the leave. Only one parent may take parental leave at a time and the maximum combined parental leave of both parents is sixty-two (62) weeks.

Leave can start any time after birth or adoption of a child, but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

An Employee must give at least six (6) weeks' notice of the commencement date of parental leave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate the request for leave.

21.04 Court Appearance

An Employee required to serve jury duty or who is subpoenaed to appear in a Canadian Court, provided such court action is not occasioned by the Employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An Employee in receipt of their regular earnings while serving at court shall remit within fourteen (14) days, to the Employer all monies paid to them by the courts, except traveling and meal allowances not reimbursed by the Employer.

The Employee is to notify the Administrator as soon as possible after receipt of notice of selection for jury duty or any subpoena, which requires the Employee's appearance in court. The Administrator may request an Employee provide documentation to substantiate the leave.

21.05 Bereavement Leave

- (a) In the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive work days bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.

For the purpose of this Article, Immediate Family means: spouse (same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year), child (including step-child, foster-child or ward), parent (including step-parent, foster-parent or guardian), siblings (including step-brother or sister), current in-law relationships (including mother, father, brother, sister, son or daughter), grandparents and grandchildren.

DRAFT

- (b) In the event of a death of another relative, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) In the event of a death of a close friend, the Employer may grant up to one (1) working day off without pay to attend the funeral services.
- (d) Bereavement leave may be extended by up to two (2) days if travel in excess of five hundred (500) kilometers one (1) way from the Employee's residence is necessary.

ARTICLE 22
SICK LEAVE

22.01 Sick leave is a form of insurance provided by the Employer for the purpose of maintaining regular earnings during absences due to: illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

- 22.02
- (a) Effective upon ratification, sick leave credits for Full-time Employees shall be earned and computed at the rate of one (1) working day for each full month of employment up to a maximum credit of twelve (12) days.
 - (b) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
 - (c) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Employee shall not be entitled to apply sick leave credits to the completion of the probationary period.
 - (d) For the purpose of computing sick leave accumulation, the following shall be counted as working days:
 - (i) days of work;
 - (ii) days on which the Employee is on vacation;
 - (iii) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (iv) days on which the Employee is on a leave of absence without pay pursuant to the terms of this Collective Agreement not in excess of fourteen (14) days;
 - (v) the first fourteen (14) days on which an Employee is on paid sick leave or WCB.
 - (e) For Part-time Employees, the sick leave entitlement under Article 22.02(a), shall be pro-rated in accordance with their Full-time Equivalence (FTE).

22.03

Employees reporting sick shall do so to the Employer as soon as possible and at least two (2) hours prior to the start of their shift in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time that expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

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22.04 Subject to Article 22.01, 22.02 and 22.03 above, an Employee granted sick leave shall be paid at the Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time the sick leave commenced.

22.05 Proof of Illness

The Employer shall not normally require proof of illness. When the Employer has reason to request proof of illness, such reasons will be provided in writing.

Employees may be required to substantiate, in the manner prescribed by and satisfactory to the Employer, any claim for sick leave. Payment of sick leave benefits shall not be affected until such required substantiation has been supplied.

The Employer will reimburse an Employee for any reasonable costs associated with obtaining such proof.

22.06 An Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment. The Employer will reimburse an Employee for any costs associated with obtaining such proof.

22.07 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.

(b) Sick leave shall be granted:

(i) if an Employee becomes ill during their vacation period as stated in Article 22.07 above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;

(ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding the provisions of Article 22.07, should an Employee be admitted to the hospital on an "in-patient" basis during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

22.08

Subject to the capability of the payroll system, the Employer will advise an Employee of their accumulated sick leave credits on the bi-weekly pay statement.

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22.09 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 21.01(d), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice of readiness to return to work and if the Employee is capable of performing the duties of their former position, the Employee shall be reinstated by the Employer in the same position held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to disability.

No Employee shall have their services terminated or be disciplined solely by virtue of using of having exhausted their sick leave credits.

22.10 Temporary Employees are not eligible for sick leave benefits unless employed for six (6) months or longer. Casual Employees are not entitled to sick leave.

ARTICLE 23
WORKERS' COMPENSATION

23.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers Compensation Act*, shall receive compensation benefits directly from the Workers Compensation Board.

23.02 An Employee receiving compensation benefits under Article 23.01 shall be deemed on Workers Compensation leave and shall:

- (a) remain in the continuous service of the Employer;
- (b) cease to accrue sick leave and vacation credits;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers Compensation leave.
- (d) Employees shall prepay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.

23.03 An Employee on Workers Compensation and who is certified by the Workers Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to work. The Employer may accommodate return to work sooner than fourteen (14) days where agreeable between the Employer and the Employee. Such advance notice shall not be required in the case of short-term absence on Workers Compensation, i.e. where the expected duration of the disability at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held immediately

prior to the disability with benefits that accrued prior to the disability.

23.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting procedures.

23.05 The Employee shall keep the Employer informed of the progress of their condition on a regular basis.

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ARTICLE 24
TEMPORARY EMPLOYEES

24.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

- (a) Article 20 Employee Benefit Plans
- (b) Article 11 Layoff/Recall Procedure
- (c) Article 27 Discipline and Dismissal

that are superseded and replaced by the following:

- 24.02
- (a) A Temporary Employee shall not have the right to grieve the termination of the term position.
 - (b) The Employer shall provide at least seven (7) calendar day's written notice of termination of a term position.

ARTICLE 25
JOB CLASSIFICATION

25.01 Job Description

An Employee may request from the Employer a copy of their job description.

25.02 New Classification

Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, consult with the Union to discuss a wage rate. Should an agreement not be agreed to within this period, the wage rate proposed by the Employer shall be implemented. If the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 28 of the Collective Agreement.

25.03 Change to Existing Classification Criteria

- (a) Where the primary function or qualifications of a position in any classification covered by this Collective Agreement are significantly changed, the Employer and the Union shall receive twenty-eight (28) calendar days notice.
- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.

ARTICLE 26
PERFORMANCE APPRAISALS

26.01

- (a) Full-time and Part-time Employees shall receive a written performance appraisal on a regular basis in accordance with the policy of the Employer.

DRAFT

- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign the performance appraisal for the sole purpose of indicating awareness of their performance appraisal, and shall have the right to respond in writing within ten (10) calendar days of the interview and that reply shall be placed in the Employee's personnel file.

ARTICLE 27
DISCIPLINE AND DISMISSAL

- 27.01 No Employee shall be disciplined or dismissed without just cause. This does not prevent immediate discipline or dismissal for just cause or the dismissal of an Employee serving a probation period.
- 27.02 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. At such discussion or investigation, an Employee has the right be accompanied by a Union Steward or Union Representative, at the request of the Employee.
- 27.03 In the event an Employee is given a written warning, it shall be within ten (10) calendar days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 27.04 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee. The action of suspension or dismissal shall be within ten (10) calendar days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.05 By an appointment made at least three (3) working days in advance, an Employee and/or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Executive Director or designate.
- 27.06 An Employee's personnel file shall be deemed clear of any disciplinary record after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, providing no additional discipline has been effected within that time.
- 27.07 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and be provided with a copy of any documentation provided to the licensing body.
- 27.08 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated their position and shall be considered terminated for cause, except where the Employee subsequently

provides reasons acceptable to the Employer.

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ARTICLE 28
GRIEVANCE PROCEDURE

28.01 Grievance Definitions

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 28.05, except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 28.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 3. 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 response or failure to reply, the Employer may advance the grievance to arbitration. Notwithstanding Article 28.01(a), (b) and (c) and Article 28.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process.

In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

28.02 Authorized Representatives

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

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from the Executive Director, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent to a maximum of one (1) hour in the

performance of her duties involving a grievance provided that the representative does not leave the Employer's premises. Overtime rates shall not apply to any time spent by the Union Steward as contemplated in this Article.

28.03

Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE.
- (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 Executive Director or designate. Policy Grievances shall be submitted directly to the Executive Director or designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day.

28.04

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step II.

28.05

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

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with their Immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be

advanced to Step 2.

Step 2

A grievance shall be submitted, in writing, to the Director or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Director or designate shall meet with the grievor and Union Steward or Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

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Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Director or designate, submit the grievance in writing to the Executive Director or designate, specifying the nature of the grievance/s and the redress sought, who shall meet, including by way of teleconference with the grievor and the Union Steward or Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Mediation

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

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

Step 4 - Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (c) inform the other Party of the name of its appointee to an Arbitration Board, or
- (d) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 29
OCCUPATIONAL HEALTH AND SAFETY

- 29.01 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*.
- 29.02 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.
- (a) Identify situations that may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations.
 - (b) Assist in the development and promotion of measures to protect the health of Employees in the facility and to check the effectiveness of such measures.
 - (c) Pursuant to the *Occupational Health & Safety Act of Alberta*, the Employer shall maintain regular Occupational Health and Safety meetings at the facility with up to three (3) representatives from the bargaining unit in attendance. An Employee shall be paid their basic rate of pay for time in attendance at these safety meetings.
- 29.03 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.
- 29.04 The Employer agrees to provide safety equipment when required and to install devices where necessary.

ARTICLE 30
BULLETIN BOARD SPACE

- 30.01 The Employer shall provide a bulletin board to be placed in the staff rooms at the Canterbury Foundation, upon which designated 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. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 31
RESIGNATION

- 31.01 An Employee shall provide to the Employer fourteen (14) calendar days' notice of their desire to resign from their employment.
- 31.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the next pay day following termination of employment.

ARTICLE 32
PROFESSIONAL FEES

- 32.01 Registered Nurses and Licensed Practical Nurses shall be reimbursed for dues paid to their Professional College or Association, to a maximum of two hundred and fifty dollars (\$250.00) if;
- (a) at the beginning of the registration year, the Nurse has an active registration in the applicable Professional College, and requires such active registration to perform employment duties; and
 - (b) the Nurse has an average of zero point four (0.4) FTE or greater hours actually worked in the previous fiscal year; and
 - (c) the Nurse has not been reimbursed through any other Employer.

ARTICLE 33
UNIFORMS AND APPAREL

- 33.01 Personal protective equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 33.02 Employees shall furnish, supply and maintain their own everyday work apparel.
- If the Employer requires Employees to wear special apparel (colour/style) the Employer shall pay each Employee an annual taxable clothing allowance of sixty (\$60.00) dollars, payable annually on July 1 of each calendar year.
- 33.03 Where in the opinion of the Employer, safety footwear is required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of one hundred dollars (\$100.00) upon submission of proof of purchase.

ARTICLE 34
REGISTERED RETIREMENT SAVINGS PLAN

34.01 The Employer agrees to continue an Employer administered, Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Employees who are regularly scheduled to work a minimum of forty (40) hours per pay period. Employees' participation will be on a voluntary basis with a decision to participate made at the completion of three (3) months service.

Participation in the plan is open to regular full and Part-time Employees and is voluntary.

Regular Employees may participate and will contribute up to a maximum of:

Two point five percent (2.5%) per hour worked, three percent (3%) per hour worked, four percent (4%) per hour worked, or five percent (5.0%) per hour worked as chosen by the Employee and the Employer shall match such contributions.

34.02 All contributions will cease if the Employee withdraws from the Plan or the Employee suspends contributions to the Plan.

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ARTICLE 35
CASUAL EMPLOYEES

- 35.01 The provisions of the Collective Agreement shall not apply to Casual Employees except as provided by this Article.
- 35.02 Articles 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19.07, 23.01, 25, 26, 27, 28, 29, 30, 31, and Salaries Appendix shall apply to Casual Employees.

ARTICLE 36
ON-CALL

For Maintenance Employees Only

- 36.01 The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.
- 36.02 Employees on-call shall be compensated twenty-five dollars (\$25.00) a day for being on call.
- 36.03 Should an Employee be called back to work, they will be guaranteed a minimum of three (3) hours of pay.
- 36.04 Employees called back to work will be paid at one and a half times (1.5x) Basic Rate of Pay.

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Salaries Schedule

Division	Classifications		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
1	Client Services Ambassador (temp) Dining Room Summer Relief	Current	\$15.26	\$16.04	\$16.61	\$17.23	\$17.84	\$18.48	\$19.20			
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$15.41	\$16.20	\$16.78	\$17.40	\$18.02	\$18.66	\$19.39			
		Jan 1, 2023 (2%)	\$15.72	\$16.52	\$17.12	\$17.75	\$18.38	\$19.03	\$19.78			
2	Dishwasher Housekeeping	Current	\$16.04	\$16.61	\$17.23	\$17.84	\$18.48	\$19.20				
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$16.20	\$16.78	\$17.40	\$18.02	\$18.66	\$19.39				
		Jan 1, 2023 (2%)	\$16.52	\$17.12	\$17.75	\$18.38	\$19.03	\$19.78				
3	Custodian Junior Maintenance Technician	Current	\$16.53	\$17.15	\$17.77	\$18.43	\$19.10	\$19.82				
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$16.70	\$17.32	\$17.95	\$18.61	\$19.29	\$20.02				
		Jan 1, 2023 (2%)	\$17.03	\$17.67	\$18.31	\$18.98	\$19.68	\$20.42				
4	Beauty Salon Driver (Activities) Receptionist Non-Medical Companion	Current	\$18.18	\$18.87	\$19.54	\$20.29	\$21.05	\$21.82				
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$18.36	\$19.06	\$19.73	\$20.49	\$21.26	\$22.04				
		Jan 1, 2023 (2%)	\$18.73	\$19.44	\$20.12	\$20.90	\$21.69	\$22.48				
5	Home Care Aides (HCA) Station Cooks Unit Clerks	Current	\$19.94	\$20.64	\$21.34	\$22.10	\$22.86	\$23.64	\$24.44			
		Jan 1, 2021	HCA: 1% lump sum payment. Non-HCA: 2% lump sum payment									
		Jan 1, 2022 (1%)	\$20.14	\$20.85	\$21.55	\$22.32	\$23.09	\$23.88	\$24.68			
		Jan 1, 2023 (2%)	\$20.54	\$21.27	\$21.98	\$22.77	\$23.55	\$24.36	\$25.17			
6	Accounting Clerk Activities Coordinator	Current	\$20.61	\$21.37	\$22.15	\$23.15	\$23.86	\$24.77				
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$20.82	\$21.58	\$22.37	\$23.38	\$24.10	\$25.02				
		Jan 1, 2023 (2%)	\$21.24	\$22.01	\$22.82	\$23.85	\$24.58	\$25.21				
7	Cook (Journeyman) Maintenance	Current	\$21.80	\$22.61	\$23.45	\$24.33	\$25.23	\$26.20	\$27.17			
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$22.02	\$22.84	\$23.68	\$24.57	\$25.49	\$26.46	\$27.44			
		Jan 1, 2023 (2%)	\$22.46	\$23.30	\$24.15	\$25.06	\$25.99	\$26.99	\$27.99			

Division	Classifications		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
8	Activities Coordinator (degree) Maintenance Technician	Current	\$23.11	\$23.98	\$24.88	\$25.84	\$26.81	\$27.80				
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$23.34	\$24.22	\$25.13	\$26.10	\$27.09	\$28.09				
		Jan 1, 2023 (2%)	\$23.81	\$24.70	\$25.63	\$26.62	\$27.63	\$28.65				
13	LPN	Current	\$27.50	\$28.70	\$29.84	\$31.01	\$32.17	\$33.30	\$34.64	\$36.02		
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$27.78	\$28.99	\$30.14	\$31.32	\$32.49	\$33.63	\$34.99	\$36.38		
		Jan 1, 2023 (2%)	\$28.34	\$29.57	\$30.74	\$31.95	\$33.14	\$34.30	\$35.69	\$37.11		
14	Graduate Nurse	Current	\$37.31	\$38.48	\$39.26	\$41.25	\$40.64	\$41.47	\$42.79	\$44.03	\$45.57	
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$37.68	\$38.86	\$39.66	\$41.66	\$41.05	\$41.88	\$43.22	\$44.47	\$46.02	
		Jan 1, 2023 (2%)	\$38.43	\$39.64	\$40.45	\$42.50	\$41.87	\$42.72	\$44.09	\$45.35	\$46.94	
15	Registered Nurse	Current	\$39.38	\$40.90	\$42.40	\$43.93	\$45.45	\$46.96	\$48.47	\$49.91	\$51.69	
		Jan 1, 2021	2% lump sum payment									
		Jan 1, 2022 (1%)	\$39.77	\$41.31	\$42.82	\$44.37	\$45.90	\$47.43	\$48.95	\$50.41	\$52.21	
		Jan 1, 2023 (2%)	\$40.57	\$42.14	\$43.68	\$45.26	\$46.82	\$48.38	\$49.93	\$51.42	\$53.25	

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

Signed this _____ day of _____, 2022.

ON BEHALF OF THE CANTEBURY
FOUNDATION

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS

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LETTER OF UNDERSTANDING 1
BETWEEN
CANTERBURY FOUNDATION
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Vacation Carry-over and Payout

WHEREAS the Parties recognize the necessity of Employee's utilizing vacation annually; and
WHEREAS Article 19 (Annual Vacation) provides no mechanism for carry-over of unused vacation;
and

WHEREAS some Employees have nevertheless carried over vacation with pay; and

WHEREAS the Parties wish to develop a consistently-applied practice of vacation carry over and payout of unused vacation.

THEREFORE it is agreed that:

Employees may carry over unused vacation with pay to a subsequent Vacation Year, subject to the following:

1. To be eligible for vacation carry over, Employees must take a minimum of ten (10) days of vacation with pay within the Vacation Year, except as provided below:
 - (a) Employees with less than five (5) years of employment must take five (5) days as vacation with pay.
 - (b) Employees are subject to no minimum utilization within their first year of employment.
2. Upon Employee request, maximum vacation with pay carry over shall be:
 - (a) For Employees with less than ten (10) years' service – five (5) days
 - (b) For Employees with ten (10) or more years' service – ten (10) days
3. The Employer may approve requests for carry over amounts greater than those outlined in 2 above.
4. Unless otherwise approved, current Employee vacation carry-over shall be reduced to the level of 2 above, as indicated below by December 31, 2023:
 - (a) by the Employee utilizing the excess vacation; or
 - (b) by the Employee requesting payout of all or a portion of their vacation carry-over. Requests may be made at any time, however the timing of the payout shall be determined by the Employer.

4. In the event an amount of Vacation Leave carry-over remains above the maximum amount specified in 2 above as of December 31, 2023, it shall be paid to the Employee.

This Letter of Understanding shall remain in effect during the life of this Collective Agreement.

On behalf of the Employer

On behalf of the Union

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LETTER OF UNDERSTANDING 2
BETWEEN
CANTERBURY FOUNDATION
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Workload Review Committee

Within six (6) months of ratification, the Parties will meet on a quarterly basis, or as otherwise mutually decided, to discuss workload issues such as rest period and recall processes.

This Letter of Understanding shall expire with the term of this Collective Agreement, and shall remain in effect until a new Collective Agreement is ratified

On behalf of the Employer _____ On behalf of the Union _____

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LETTER OF UNDERSTANDING 3
BETWEEN
CANTERBURY FOUNDATION
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: \$2/ hr Home Care Aide Pandemic Pay

WHEREAS Alberta Health Services (AHS) is providing funding to the Employer to supplement the pay of Home Care Aides (HCAs) during the COVID-19 pandemic;

AND WHEREAS, subject to 5, 6 and 7 below, such funding is confirmed for the period of September 1, 2021 until September 30, 2022;

AND WHEREAS such funding is only available for hours worked on funded home care tasks (i.e. hours worked on tasks funded through private pay by residents are not eligible for the \$2 top up);

AND WHEREAS the proportion of such funded tasks vary according to the shift (i.e. days, evenings, nights);

AND WHEREAS the Parties share a commitment to seeing the full amount of funds received from AHS dispersed amongst eligible Employees in as equitable a manner as possible;

Therefore, the Parties have agreed on the following method of dispersal:

1. HCAs will receive the following proportion of the \$2 wage top up on all hours worked since September 1, 2021:
 - a. 75% of the \$2 wage top up on all hours worked on the day shift;
 - b. 80% of the \$2 wage top up on all hours worked on the evening shift;
 - c. 50% of the \$2 wage top up on all hours worked on the night shift.
2. Such payment will be dispersed to Employees on a retroactive basis for all hours in accordance with the schedule below:
 - a. For all hours worked between September 1, 2021 and December 31, 2021, payment will be made within 3 weeks of the signing of this Letter of Understanding;
 - b. for all hours worked between January 1, 2022 and April 30, 2022, payment will be made within 6 weeks of the signing of this Letter of understanding;
 - c. for all hours worked between May 1, 2022 and May 31, 2022, payment will be made with regular pay.
3. Ongoing payments will be dispersed to Employees with regular pay for all hours worked from June 1, 2022 until the completion of confirmed funding. The Employer will advise the Union and Employees as soon as the end date of such funding is confirmed with Alberta Health Services.

4. In the event funding from AHS is less than anticipated, the Union shall be notified. Should this occur, the percentage amounts in 1 above shall be reduced for each shift in the amount of 5% as required to ensure the amount received is not exceeded.
5. In the event the period of funding is shortened by Alberta Health Services, the Union shall be notified and the period for payments provided by this Letter of Understanding shall be shortened accordingly.
6. In the event the period of funding is lengthened by Alberta Health Services, the Union shall be notified and payments will continue on the same basis for the lengthened period.
7. In the event Alberta Health Services offers a top-up on a different basis, the Union shall be notified. The Parties will meet to determine an agreed-upon distribution.
8. Following the last dispersal to Employees, any remaining funds shall be distributed according to the following formula:
 - a. $[A/B] \times C =$ amount dispersed to an Employee, where:
 - A = Total Hours worked by an individual HCA during the entire effective period for the wage top up
 - Ad = Day Shift
 - Ae = Evening Shift
 - An = Night Shift
 - B = Total Hours worked by all HCAs during the entire effective period for the wage top up on a particular shift
 - C = Total amount of the remaining HCA wage top up funds not yet distributed one month after the end of the effective period for the wage top up.

On behalf of the Employer

On behalf of the Union

LETTER OF UNDERSTANDING 4
BETWEEN
CANTERBURY FOUNDATION
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Increase of Full Time Equivalencies

The Parties recognize the benefit of high full-time equivalencies (FTEs) and increased full-time positions and are committed to increasing FTEs up to and including full-time.

The parties agree to work together to accomplish this goal, including the following steps:

1. The immediate offer to Part-time Employees in the Health Care Aide classification who have at least twenty (20) years of service of an FTE increase up to and including 1.0 FTE.
2. Consultation with all Employees to determine their availability for and interest in working in Full-time positions or positions with fuller FTEs.
3. Creation of a new master rotation schedule in which all hours are regularly scheduled for Full-time and Part-time Employees, eliminating the reliance on pick up shifts except in the case of filling absences for regularly scheduled Employees.
4. The lines available on the revised master rotation will indicate the classification, FTE, and schedule pattern for the position.
5. The assignment of Full-time and increased FTE positions to Employees will occur first on the basis of seniority for regular Employees, and next, in the case of Temporary and Casual Employees, on the basis of total hours worked, prior to posting such positions and hiring external candidates.

The implementation of a revised master rotation in keeping with the goal of increasing Full-time positions and positions with increased FTEs will occur in keeping with the following commitments:

1. The Parties will cooperate to ensure clear and effective communication with Employees during the consultation and revised master rotation implementation process.
2. Important deadlines and steps within this process will allow ample time for Employees to consider their options and respond to opportunities for Full-time and increased FTE positions.
3. No current Regular Employee shall have their FTE decreased on the revised master rotation without mutual agreement.
4. If no positions with an equivalent FTE are available within the Employee's availability, they will have the option of going on layoff (without the option of severance) and shall be offered any future positions within their availability that become available within twelve (12) months of implementation of the revised master rotation, prior to the Employer posting such positions externally.

5. If such revised lines require modified hours of work (for example, 12-hour shifts), current Employees shall have the option to select such lines but will not be compelled to accept modified hours of work in order to maintain their current Full-time equivalency.

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6. Increased scheduling on weekends may require implementing schedules that depart from the current practice of scheduling two (2) out of every four (4) weekends off, but in all cases revised schedules shall be compliant with scheduling conditions outlined in the Collective Agreement.

On behalf of the Employer

On behalf of the Union

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