

Whereas the Alberta Union of Provincial Employees, Local 047 Chapter 008 (hereinafter referred to as the "Union") and CBI Home Health (hereinafter referred to as the "Employer") are negotiating a replacement collective agreement; and whereas the Parties exchanged opening proposals on June 29, 2021, respecting the negotiation of a collective agreement between the Parties; and whereas neither the Union nor the Employer opened the following Articles, the Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:

Purpose and Preamble

Article 16 Union Stewards


Article 29 Grievance Procedure

Article 32 Technological Change

Article 35 Preceptor Pay (Buddy Shifts)


The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles as a result of any changes, modification and/or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union or the Employer during this round of collective bargaining.

SIGNED ON BEHALF OF THE EMPLOYER

A stylized, circular signature in black ink, written over a horizontal line.

DATE: JULY 23, 2021

SIGNED ON BEHALF OF THE UNION

A cursive signature in black ink, written over a horizontal line.

DATE: July 22, 2021

ARTICLE 2
DEFINITIONS

- 2.01 "Code" means *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the *Code* dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the ~~Salaries~~ **Wages** Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. **Employees are classified based on the number of hours worked and how they are scheduled in accordance with the following:** .
~~At the time of hire the employment status of each Employee shall be determined in accordance with the following:~~
- (a) ~~"Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.~~
 - (i) ~~"Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;~~
 - (ii) ~~"Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.~~
 - a) **"Regular Employee – Congregate" is one who holds one or more Regular Congregate Shifts with a set schedule of a predetermined number of hours. If the total hours worked from the Regular Congregate Shift(s) is sixty (60) hours or greater per pay period, the Employee will be considered Full-time, otherwise Part-time.**
 - b) **"Regular Full-time Employee -- Community" is one who holds one or more Regular Community Shifts totaling at least eighty (80) hours per pay period and who will be paid a minimum requirement of sixty (60) hours per pay period (or 75% of the shift hours) should the Employer fail to provide work assignments to fill their shift.**
 - c) **"Regular Part-time Employee -- Community" is one who holds a Regular Community Shift of at least forty (40) hours per pay period and who will be paid a minimum requirement of thirty (30) hours (or 75% of the shift hours) should the Employer fail to provide work assignments to fill their shift.**
 - (b) ~~"Casual Employee" is one who:~~
 - (i) ~~works on a call in basis and is not regularly scheduled.~~

(d) **"Casual Employee" is one who works in either congregate or community settings on a call-in basis according to their stated availability and who is not guaranteed a minimum amount of work. Casual employees commit to accepting and working a minimum of twelve (12) hours worked per week if the Employer is able to offer that work. Casual Employees in congregate settings shall not be regularly scheduled for longer than three (3) months. Casual Employees in community settings may be assigned regular clients on an ongoing basis.**

(ce) **"Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position to fill a Regular Congregate Shift or Regular Community Shift:**

- (i) for a specific job of more than three (3) months but less than six (6) months; or
- (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

~~Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.~~

2.06 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the CBI Home Health (AB) Limited Partnership operating as CBI Home Health - Edmonton

2.07 ~~"Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable. The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Words used in the singular may also apply in the plural and vice versa. Agreed~~

2.08 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

2.09 "Local" means the Local of AUPE.

2.10 "Shall" means must.

2.11 "Bargaining Unit" shall mean the unit of employees **who directly provide care to clients in the classifications of Licenced Practical Nurse (LPN) and Health Care Aide (HCA), and any future health care providing classifications as may be introduced, working out of the CBI Health Edmonton office as described on the Labour Relations Board Certificate.**

2.12 "Position" shall mean:

- (a) the Employee status **(Regular or Casual);**
- (b) the classification; and
- (c) Full-time equivalency (FTE). **set schedule of a predetermined number of hours (Regular positions only)**

- 2.13 "Status" shall mean either **Regular** (full-time or part-time) or **Temporary (full-time or part-time)** or **Casual** as defined above.
- 2.14 "Classification" shall mean job title and pay scale established for the job title.
- 2.15 "Parties" shall mean AUPE and the CBI Home Health (AB) Limited Partnership operating as CBI Home Health – Edmonton.
- 2.16 "Licensed Practical Nurse" shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA). A Licensed Practical Nurse shall replace a Licensed Practical Nurse who is unavailable for work.
- ~~2.17 "Office Employee" shall mean a Regular Employee employed either in a full-time or part-time capacity as a Receptionist or Intake Liaison.~~
- 2.17 "Geographic Location" shall mean the areas of the city which correspond to the zones used by the Employer to divide work assignments.
- 2.18 "Worksite" shall mean the client home or lodge where to which an Employee is assigned.
- 2.19 "Weekend Schedule" shall mean a Regular Employee's schedule in which at least fifty percent (50%) of the days scheduled in a pay period are Saturday and Sunday.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: _____APRIL 14, 2022_____

DATE: _____April 14, 2022_____

ARTICLE 3

RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in Certificate Number 23-2015 issued pursuant to the *Code*.
- (b) The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- (c) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (d) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Human Resources Manager or the site designate.
- (e) **The Employer shall provide a location at the Employer's office for the display of Union information, including a bulletin board and placement of a collection box for completed union membership forms.**

3.02 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.

AMD 3.03 The Employer agrees that a Union Steward **or other Union Representative** will be invited to meet with new hires during their orientation period. The time allotted for such a meeting shall not be less than ~~twenty (20)~~ **thirty (30)** minutes. Where more than one employee has been hired, the meeting will be arranged with all new hires in attendance at the orientation period. **The Employer shall provide reasonable advance notice to the Union of such orientations in order to arrange for a Union Steward or Union Representative to attend.**

AMD 3.04 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A ~~paper~~ copy of the Collective Agreement ~~and a union membership card~~ shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation ~~and completed cards shall be returned to the Union~~. The printing of the Collective Agreements will be processed at AUPE Headquarters.

Application of the Collective Agreement

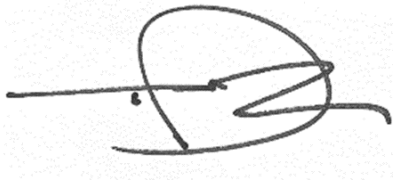
3.05 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.06 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.

3.07

Where a conflict exists between a provision contained in this Collective Agreement and the subject matter covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

SIGNED ON BEHALF OF THE EMPLOYER

A stylized, handwritten signature in black ink, featuring a large loop and a horizontal line extending to the left.

DATE: ____November 8, 2024____

SIGNED ON BEHALF OF THE UNION

A cursive, handwritten signature in black ink, appearing to start with a large 'K' or 'A' and ending with a long, sweeping tail.

DATE: ____November 8, 2024____

ARTICLE 5

MANAGEMENT RIGHTS

5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive right of the Employer to:

- (a) Determine and establish standards, policies and procedures for the delivery of service to the clients of the Employer;
- (b) Maintain order, discipline, and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of this Agreement;
- (c) Determine the number of employees required and the duties to be performed by each employee;
- (d) Operate its business in a manner that is consistent with and permits the Employer to meet its obligations as may be set out in its contracts with Alberta Health Services or other contracting body;
- (e) Hire, transfer, layoff, recall, promote, classify, and assign duties;
- (f) Discharge, suspend or otherwise discipline employees ~~who have completed their probationary period~~ for just cause in accordance with the terms of this Agreement. ~~A probationary employee may be released based on a fair and reasonable assessment.~~

A claim of discriminatory hiring, transfer, layoff, recall, promotion, assignment of duties or claim that an employee has been disciplined, suspended, or discharged in a manner that violates the preceding paragraph may be the subject matter of a grievance and dealt with as hereinafter provided.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: ____January 17, 2023 ____

DATE: __January 17, 2023_____

ARTICLE 6

WORKPLACE RESPECT- NO DISCRIMINATION/NO HARASSMENT

6.01 The Employer and the Union agree that there shall be no discrimination against any employees of the Employer because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **religious beliefs, political affiliation, sex, gender, gender identity, gender expression,** sexual orientation, age, marital status, same-sex partnership status, family status, **source of income** or disability.

The parties further agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of function, membership or legitimate activity in the Union.

6.02 **The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment, bullying and workplace violence will not be tolerated. Employees experiencing such problems at work with clients or other members of the public, with co-workers or with managers, are entitled to Union Representation to address their concerns.**

~~The Employer shall, in cases of harassment, discrimination or workplace violence, agree to follow the Employer's Human Resource Policies and Procedures section 5.01 to 5.03 inclusive as amended from time to time.~~

6.03 Workplace Harassment and Workplace Violence are defined as follows:

- (a) Workplace Harassment is defined as any single or repeated incidents of objectionable or unwelcome conduct, comment, bullying, or action by a person **or group of people** that the person(s) knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety, and includes
 - i. conduct, comment, bullying or action because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression, and sexual orientation, and
 - ii. a sexual solicitation or advance,but excludes any reasonable conduct of an employer or supervisor related to the normal management of workers or a work site.

Workplace Violence is defined as threatened, attempted, or actual conduct of a person that causes or is likely to cause physical injury.

6.04 **Employees who have experienced Discrimination, Harassment, Bullying or Violence at work should first attempt to address the concern directly with the person responsible, as long as they feel comfortable to do so.**

If they do not feel comfortable, or if the concerns persist, Employees shall inform the Employer.

6.05 **A complaint of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.**

6.06 **The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint. Frivolous complaints or false allegations may result in discipline.**

6.037 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:

- (a) Grievance procedure; and
- (b) Alberta Human Rights Commission.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: _____November 8, 2022_____

DATE: _____November 9, 2022_____

ARTICLE 8

PROBATIONARY PERIOD AND ORIENTATION

8.01 A new Employee will be considered on probation until after she has completed five hundred and six (506) hours worked or six (6) months of active employment in the bargaining unit, whichever occurs first.

Upon successful completion of such probationary period, the Employee's name shall be placed on the appropriate seniority list and credit shall be given from the date of hire.

If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period. ~~without cause, and~~ Such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.

~~8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of two hundred (200) hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or his employment terminated, in writing at any time during the extended period without cause. Such dismissal or termination of employment shall not be subject to the arbitration procedure.~~

8.03 Orientation

- (a) Orientation shall be paid as per the Employer's existing policy/practice.
- (b) An orientation to the site and/or Employer organization;
- (c) ~~No Employee shall be expected to work without paid orientation of at least three (3) shifts or eighteen (18) hours, whichever is greater. No~~ Employee shall be expected to work without paid orientation consisting of both in class training and on-site buddy shifts. Requests for additional orientation shall not be unreasonably denied.

SIGNED ON BEHALF OF THE EMPLOYER



DATE: ____November 8, 2022____

SIGNED ON BEHALF OF THE UNION



DATE: __November 8, 2022__

ARTICLE 9

SENIORITY

- 9.01 (a) Seniority is defined as length of **unbroken, continuous** employment with the Employer in the Bargaining Unit, since the last date of hire. ~~and shall accumulate on the basis of hours worked.~~
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).
- ~~(c) Notwithstanding paragraphs 9.01(a) and (b), full time Employees working as Intake Coordinators and Reception shall have their seniority calculated from their most recent date of hire.~~
- 9.02 Seniority will accumulate during any paid absence on the basis of the Employee's normal work routine.
- 9.03 Seniority shall be considered in determining the following:
- (a) preference of vacation time; and
 - (b) layoffs and recalls (order);
 - (c) **job postings; and**
 - (d) **scheduling, as per Article 11.**
- 9.04 An employee shall lose all her seniority and her employment shall be deemed to be terminated if she:
- (a) voluntarily resigns or retires;
 - (b) is discharged and is not reinstated through the grievance or arbitration procedure;
 - (c) is absent on three consecutive days on which she is assigned to work, without providing a satisfactory reason;
 - (d) uses a leave of absence for a purpose other than that for which it was granted;
 - (e) fails to return to work upon receipt of notice to recall within five (5) calendar days of receipt of a registered letter of recall;
 - (f) overstays a Leave of Absence without the express permission of the Employer or without providing a satisfactory reason to the Employer;
 - (g) has submitted an availability form and has accepted clients on the assignment list, then later refuses or cancels the client assignment without permission from the Employer and has had four (4) such refusals / cancellations in a twelve (12) month period.

9.05 Seniority lists showing the ranking of employees on a bargaining unit wide basis shall be prepared twice annually and posted by January 1st and July 1st. Copies of the seniority list shall be provided to the Union office.

Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing to the Human Resources Manager, or designate, within thirty (30) calendar days from the date of posting.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: April 13, 2022

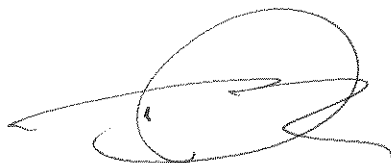
DATE: April 13, 2022

ARTICLE 10
JOB POSTINGS

- 11.0610.01 **In order to provide services to clients, the Employer may hire new Employees if no existing employees are available to work the additional hours. The Employer will make every reasonable effort to match new clients to existing Employees first.**
- 10.012 In order to ensure that employees are given the opportunity of applying for vacancies and new positions in the bargaining unit, the Employer agrees that it will post all regular full time, regular part time, and casual vacancies in congregate settings. **Regular Shift positions, including temporary, for both congregate and community settings.**
- 10.023 The **Regular Shift** position or vacancy shall be posted **internally** for seven (7) calendar days **prior to external posting to encourage existing Employees to apply.** The posting shall stipulate the hours of work, qualifications, classification, **status (regular or temporary),** and geographical location/worksite. **For Community positions, it shall also stipulate the minimum requirement hours.**
- 10.034 Applicants for the position must submit their application in writing to the Talent Acquisition Specialist. Where two or more employees apply, the Employer shall consider the skill, ability, qualifications and geographic location of the applicants, and where these factors are relatively equal, the seniority of the applicants shall govern.
- 10.045 The Employer agrees to provide the Chapter Chairperson with a copy of each posting.
- 10.05 ~~Where the Employer determines that it will not post a vacant position due to reasons beyond the Employer's control (such as loss of contract or reduction in volume) it will advise the Union in writing with the reasons.~~

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: FEB 11, 2022

DATE: Feb. 10, 2022

ARTICLE 11
HOURS OF WORK & WORK ASSIGNMENTS

- 11.01 — Nothing in this Article, or in this Agreement, can be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Office employees shall be exempted from the above.
- 11.02 — Office Employees
Regular hours of work for Office Employees, exclusive of meal breaks shall be eight (8) hours per day, Monday to Friday.
The Employer shall provide two (2) fifteen (15) minute paid breaks per full shift of eight (8) hours.
An unpaid meal break of one (1) hour shall be granted to all Employees wherever possible at approximately the midpoint of each eight (8) hour shift.
- 11.03 — Office and Clerical employees shall be scheduled as per the existing pre-certification hours of work.
Overtime will be payable for Office and Clerical employees after eight worked hours in a day or 44 hours in a week.
- 11.04 — LPNs and HCAs
Work assignments within a geographical location shall be based on competency, skills, qualifications, ability, Client's preference, the employee's location relative to the Client(s) and availability of employees. Where these factors are equal, seniority hours shall govern provided the client does not specifically refuse to receive services from that employee.
- 11.05 — The number of hours that are actually assigned to an employee in a day or in a week is fully dependant on:
(a) — the employee's availability to fulfill the assignment, including location and applicable transportation requirements;
(b) — competency, skill, qualification, ability, client preference
(c) — the availability of work assignments in the employee's geographic area;
(d) — the needs and preferences of the Employer's Clients, up to the daily or monthly maximum (including continuity of care); and
(e) — after the factors set out in (a) to (d) above have been considered, Clients will be assigned on the basis of seniority.
- 11.06 — In order to provide services to clients, the Employer may hire new Employees if no existing employees are available to work the additional hours. The Employer will make every reasonable effort to match new clients to existing Employees first.
- 11.07 — For the purpose of this agreement client preference may be a determining factor in suitability.
- 11.08 — All employees are required to provide availability on every second weekend as defined in Article 11 (12) below:
- 11.09 — Weekend Scheduling
The following factors will be used in the scheduling of weekend assignments for

employees in a geographic area:

- (a) ~~the employee's availability to fulfill the assignment, including location and applicable transportation requirements;~~
- (b) ~~the competency, skills, ability, Client's preference and qualifications required to meet the Client's needs;~~
- (c) ~~continuity of care giver, up to the daily or monthly maximum;~~
- (d) ~~reverse order of seniority;~~
- (e) ~~Employees shall be scheduled in accordance with the following:~~
~~All classifications in reverse order of seniority within the geographic team to a maximum of two hundred and sixty-four (264) hours worked in a month.~~
- (f) ~~Employees may indicate preferred availability if they wish to be assigned weekend work on a priority basis, within their availability up to the daily maximum of twelve (12) hours worked and the monthly maximum of two hundred and sixty-four (264) hours worked. All remaining assignments will be assigned by reverse order of seniority.~~

11.10 ~~Overtime shall be paid for all hours worked over two hundred and sixty-four (264) hours worked in a month, at the rate of one and one-half (1 1/2) times the employee's in advance by the Employer.~~

11.11 ~~Employees are required to submit their availability in writing to the Employer upon hiring. In submitting their availability employees shall declare their availability in terms of days of the week, hours of the day for which they are available. Should an employee's availability change it will require the employee to provide at least one (1) month advance notice in writing delivered to the office by hand, fax or email.~~

~~Notwithstanding the above, employees must be available to work every other weekend, unless the employee was hired on an understanding that she would work more weekends.~~

11.12 ~~After reviewing and granting of employee requests to be removed from a particular client, the Employer will endeavour to remove the employee as soon as is reasonably possible.~~

11.13 ~~All qualified employees who have submitted their availability forms and have accepted clients on the schedule, that later refuse or cancel the client assignment without permission from the Employer and have had four (4) such refusals/cancellations in a twelve (12) month period, the employee will be deemed to have been terminated.~~

11.14 ~~Casual employees commit to accepting and working a minimum of twelve (12) hours worked per week if the Employer is able to offer that work.~~

11.01 Preamble

This Article is intended to set out the process for scheduling of hours of work for Employees and shall not be construed as a guarantee of hours (or assignments) per day or per week, or a guarantee of days of work per week.

11.02 General Availability

- a) **Casual Employees are required to submit their availability in a minimum of 4-hour blocks, in writing to the Employer upon hire. Shorter availability blocks are admissible only by mutual agreement. In submitting their availability**

employees shall declare their availability in terms of days of the week and hours of the day for which they are available.

- b) Unless on a Regular Shift that provides otherwise, all employees are required to provide availability on every second weekend.
- c) The Employer shall endeavour to provide as much notice as possible of work assignments for Casual Employees, but such notice shall not be less than 6 pm on the day prior to the assignment. Same day assignments shall not be considered scheduled until they are verified by phone conversation. Casual Employees are expected to accept assignments within their periods of availability.
- d) Where extra time is required to complete a visit, the Employee will advise the Employer and the Employer will respond in a timely manner.
- e) The broader an Employee's availability and the more availability an Employee offers within peak hours (6am-9am, 11am-1pm, 4pm-10pm), the more likely they are to be offered work assignments.
- f) The Employer may assign work in reverse order of seniority when operationally necessary.
- g) Following successful completion of the probationary period, employees may submit revised availability two (2) times in a calendar year for reductions or changes in availability. Such changes shall not be unreasonably denied by the Employer. Employees may provide expanded availability at any time.
- h) Should an employee's availability change it will require the employee to provide at least one (1) month advance notice in writing delivered to the office by hand or email.

11.03 Regular Community Shifts

- a) The Employer shall abide by the following principles when establishing Regular Community Shifts:
 - a. A consistent pattern of days in a week and times in a day that repeats every two weeks.
 - b. At least one regular weekday off per week and every second weekend off
 - c. Work assignments within a consistent geographic zone.
 - d. Shift duration of a single period of 4 hours or greater per day.
 - e. At least twelve (12) hours of rest between the completion of the last assignment of the day and beginning of the first assignment on the following day.
- b) Employees who hold Regular Community Shifts will be required to accept all assignments within their respective shift times including fill-in assignments if notified no later than 6 pm on the day prior to the assignment.
- c) Regular Employees shall be paid the minimum requirement of hours of their posted position(s) averaged over three (3) pay periods or the actual hours worked, whichever is greater.
- d) The Employer may assign, and the Employee will be required to accept, office assignments or training modules within their respective shift times.
- e) Same day fill-in assignments or changes within the Regular Shift schedule must be verified by phone conversation. The Employee may not refuse client changes if the new client is a higher priority client, as classified by Alberta Health Services, than the original client.
- f) Periods of unavailability (e.g., appointments, absences, vacation, LOA), shall count towards the minimum requirement of hours of their posted position(s).
- g) Regular Employees who habitually demonstrate an inability to meet the requirements of their position may be removed from Regular status and returned to Casual.

- h) Nothing precludes Regular Employees from holding more than one Regular Shift or accepting casual assignments outside of their schedule provided total scheduled hours in a day is not more than 12.

11.04 Regular Congregate Shifts

- a) The Employer shall abide by the following principles when establishing Regular Congregate Shifts:
 - a. A consistent pattern of days in a week and times in a day that repeats every two weeks.
 - b. At least one workday off per week and every second weekend off.
 - c. A single worksite or no more than 2 adjacent worksites.
 - d. Shift duration will be a single period of at least 4 hours.
 - e. At least twelve (12) hours of rest between shifts.

NOTE: Current shifts that do not follow these principles will be grandfathered in place while the incumbent at time of ratification is in the role.

- b) Nothing precludes Employees from holding more than one Regular Congregate Shift nor from accepting casual assignments outside of their schedule provided total scheduled hours in a day is not more than 12.

11.05 Break Periods

- a) Employees are entitled to thirty (30) minutes of unpaid break time in every period of five (5) or more consecutive hours.
- b) Due to the independent nature of the work, employees are responsible to self-schedule break times during their shifts between client assignments.
- c) At their discretion, the employee may elect to split their break into two (2) fifteen (15) minute periods or to take the time at the end of the shift.
- d) The Employer shall endeavour to ensure that visits are scheduled such that there is sufficient time during the day for break period(s).

11.06 Weekday Scheduling

- a) The following factors shall be considered in the scheduling of available employees to weekday assignments in a geographic area:
 - i. the skills, ability, and qualifications required to meet the needs of the assignment;
 - ii. prior experience with client(s);
 - iii. seniority.
- b) Employees shall be scheduled in accordance with the following:
 - i. Regular Employees within their Regular Shift schedule, in seniority order;
 - ii. Casual employees and Regular Employees who have provided additional casual availability to a daily maximum of twelve (12) hours, in seniority order;

11.07 Weekend Scheduling

- a) The following factors will be used in the scheduling of available employees to weekend assignments in a geographic area:
 - i. the skills, ability, and qualifications required to meet the needs of the assignment
 - ii. prior experience with client(s);
 - iii. reverse order of seniority.

- b) Employees shall be scheduled in accordance with the following:
 - i. Regular Employees with a Regular Weekend Schedule;
 - ii. Regular Employees within their Regular Shift schedule, in reverse seniority order;
 - iii. Senior Casual Employees pursuant to 11.07(c);
 - iv. Casual employees and Regular Employees who have provided additional casual availability to the maximum of twelve (12) hours in a day or sixty (60) hours in a week, in reverse seniority order;
- c) Casual Employees may indicate preferred availability if they wish to be assigned weekend work on a priority basis, within their availability up to the daily maximum of twelve (12) hours worked and the weekly maximum of sixty (60) hours worked.

11.08 Notice of Schedule Changes

- a) Employees shall be given a minimum of twenty-four (24) hour's notice of client cancellations or any changes to their schedule. In the event of a client cancelation with less than twenty-four (24) hours' notice, the Employee shall be paid for that appointment as if it had been worked at the applicable rate.
- b) Employees are expected to provide advance notice of necessary book-offs so that the Client may be properly reassigned. Employees who habitually fail to provide at least three (3) hours notice of a book-off may be subject to discipline up to and including termination.

11.09 For the purpose of this agreement, client preference may be a determining factor in suitability. The Employer shall notify Alberta Health Services when it determines that a client is abusing their right to decline service from particular care givers.

11.10 After reviewing and granting of employee requests to be removed from a particular client, the Employer will endeavour to remove the employee as soon as is reasonably possible. Where an Employee has requested to be removed from a client due to health and safety concerns, including but not limited to workplace discrimination, harassment, bullying, or violence, the Employer will notify Alberta Health Services who will work with the client to mitigate or eliminate the potential risks to employees serving that client in the future.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION



DATE: APRIL 14, 2022



DATE: April 14, 2022

ARTICLE 18
ANNUAL VACATION

~~18.01 — Vacation for regular employees shall be as per the Employer's practice pre-certification, and shall adhere, at minimum, to Employment Standards legislation.~~

18.01 For the purpose of this Article:

- a) "Vacation" shall mean 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) All Employees will commence earning vacation entitlement upon the date of commencement of employment.

18.02 Vacation Entitlement

[OUTSTANDING]

18.03 Vacation with pay shall not accrue during periods while:

- a) on layoff; or
- b) in receipt of compensation from the Workers' Compensation Board; or
- c) on leave of absence without pay in excess of thirty (30) calendar days for any reason.

18.04 Time of Vacation

All vacation shall be taken at a mutually agreeable time and Employee vacation requests shall not be unreasonably denied. 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.

The Employer shall endeavour to respond as soon as possible to Employee vacation requests, but in any case, shall provide a response within fourteen (14) days indicating approval of the vacation request, or, in the case of disapproval, providing the reason for not granting the request.

Subject to approval by the Employer, vacation may be taken in an unbroken period and may be supplemented with contiguous unpaid leave of absence and/or other applicable leaves (i.e. bereavement, caregiver leaves etc.). Such approval shall not be unreasonably denied.

18.05 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.

SIGNED ON BEHALF OF THE EMPLOYER

A stylized, handwritten signature in black ink, featuring a large loop and a horizontal line extending to the left.

DATE: ____Jan 17, 2023____

SIGNED ON BEHALF OF THE UNION

A handwritten signature in black ink, appearing to be a cursive name.

DATE: ____January 17, 2023____

ARTICLE 21

WORKERS' COMPENSATION

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 21.02 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 21.03 **Benefit coverage for eligible Employees will continue to be in effect for Employees on Workers' Compensation benefits, provided they continue to pay their portion of the premium.**
- 22.04 **Upon confirmation that an Employee is ready to return to work, they shall be returned to the regular shifts held by the Employee, if any, prior to going on Workers' Compensation. Casual Employees with no Regular Shift shall be assigned work as per Article 11 and the Employer will make best efforts to return the Employee to pre-injury hours as soon as possible.**

SIGNED ON BEHALF OF THE EMPLOYER



DATE: _____January 20, 2022_____

SIGNED ON BEHALF OF THE UNION



DATE: _____January 20, 2022_____

ARTICLE 22
LEAVE OF ABSENCE

AMD 22.01

General Conditions

- (a) Requests for a leave of absence **for up to twenty four (24) months**, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence requests is subject to the approval of the Employer which shall not be unreasonably denied by the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) During leaves of absence without pay of longer than thirty (30) calendar days, Employees may elect to maintain coverage of contributory plans specified in Article 19, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) **Where an Employee requests a leave of absence to work for another Employer due to public health restrictions, such leave shall be approved. The maximum unpaid leave of twenty-four (24) months shall be extended for as long as public health restrictions remain in place.**
- (h) **Employees requesting unpaid leave to extend vacation as per 18.04 shall not be unreasonably denied.**
- (i) **~~Employees returning from leave shall be reinstated in their previous position.~~ Regular Employees returning from leave shall be reinstated in their previously held Regular Shift assuming they can still meet the availability requirements of the shift. Casual Employees returning from leaves of longer than thirty (30) days shall have no entitlement to be reassigned to previously held regular clients.**

DEL 22.02 ~~Union Representative~~

(a) ~~When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Local/Chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.~~

(b) ~~The Employer shall not unreasonably withhold leaves of absence, with or without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.~~

(c) ~~When leaves to attend to Union Business or negotiations has been approved, it is granted with pay and without loss of seniority. The Union agrees to reimburse the Employer for salary paid to the Employee including the actual and substantiated cost of any premiums or benefits the Employee would have been paid had she been at work.~~

DEL 22.03 ~~All Other Leaves~~

(a) ~~All other legislated leaves of absence shall be granted in accordance with Alberta's Employment Standards legislation.~~

NEW 22.02 **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.

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.

A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to receive maternity leave. If maternity leave has not already commenced, such maternity leave shall commence on the date that the pregnancy ends and shall end sixteen (16) weeks after the commencement of the leave.

NEW 22.03 **Parental or Adoption Leave**

An Employee who has been employed for at least ninety (90) days is entitled to parental leave without pay for up to sixty-two (62) weeks. The Employee may commence parental leave:

(a) following the end of their sixteen (16) week maternity leave; or

(b) up to two weeks prior to the expected delivery date of the child; or

(c) from any date after delivery or adoption of a child provided that the leave shall end seventy eight (78) weeks from the birth of the child or date of adoption; or

- (d) upon one (1) day's notice for the purposes of adoption, provided the application for such leave was made when the adoption was approved.

NEW 22.04

Court Appearance

- (a) ~~In the event an Employee is required to appear before a court of law as a member of jury, as a witness in a criminal matter, or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings.~~
- (b) ~~Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.~~
- a) In the event an Employee who has successfully completed the probationary period is required to appear before a court of law as a member of a jury or as a witness in a criminal matter, the Employee shall be granted a leave of absence for the duration of such duty, the first day of which shall be with pay less any compensation provided by the court.
- b) In the event an Employee is required to serve as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of pay for regularly scheduled visits lost.

NEW 22.05

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, child, parent (including step-parent, foster-parent or ward), siblings (including step- or foster-brother or sister), current in-law relationships (including mother, father, brother, sister, son or daughter), grandparents and grandchildren.~~

- (b) ~~In the event of a death of another relative or close friend, the Employee shall be entitled to one (1) working day off with pay.~~
- (c) ~~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.~~

- a) In the event of a death of an immediate family member as defined below, an Employee who works a minimum of twenty-five (25) hours per week shall be entitled to receive five (5) consecutive workdays bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning. Non qualifying employees may take the leave unpaid.

For the purpose of this Article, Immediate Family means: spouse (including common law), child, parent (including step-parent, foster parent, and in-law), sibling (including step sibling and foster sibling), current in-law relationship (including mother, father, son, or daughter), grandparent, and grandchild.

A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is also entitled to paid bereavement leave as defined above.

NEW 22.06

~~Personal Leave~~

~~Employees shall be entitled to three (3) personal leave days with pay per year.~~

22.07

The Employer shall apply all statutory unpaid leave provisions as outlined under the *Alberta Employment Standards Code*. Information regarding statutory leaves is available on-line at:

<https://www.alberta.ca/employment-standards.aspx>

For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Personal and family responsibility	Up to 5 days per year
Domestic violence	Up to 10 days per year

~~Caregiver Leaves~~

~~(a) Compassionate/Terminal/Critical Care Leaves~~

- ~~(i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits, for a period of up to thirty-six (36) weeks to care for a qualified relative with a serious medical condition as defined by the Alberta Employment Standards Code.~~

NEW 22.08

~~Death or Disappearance of a Child~~

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


~~NEW~~ ~~22.09~~ ~~Domestic Violence Leave~~

~~(a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence with pay for a period of up to ten (10) days in a calendar year in addition to other applicable leaves (i.e. sick leave, court leave etc.)~~

~~NEW~~ ~~22.10~~ ~~Citizenship Ceremony Leave~~

~~An Employee who has completed ninety (90) days of employment is entitled to one (1) day of leave with pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).~~

SIGNED ON BEHALF OF THE EMPLOYER



DATE: _____November 8, 2022_____

SIGNED ON BEHALF OF THE UNION



DATE: _____November 8, 2022_____

DELETE

ARTICLE 23

REGULAR PART-TIME EMPLOYEES

- 23.01 ~~_____ All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except as modified in this Agreement.~~
- 23.02 ~~_____ Hours of Work~~
- ~~(a) _____ Regular Part-time Employees may work additional shifts.~~
- ~~(b) _____ Where a Regular Part-time Employee volunteers or agrees when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate.~~
- ~~(c) _____ Regular hours of work for a Regular Part-time Employee are up to eight (8) hours per day, exclusive of meal periods.~~
- 23.03 ~~_____ Part-time Employees are not eligible for overtime until they have worked more than eight (8) hours in a day or forty-four (44) hours per week, exclusive of meal periods.~~
- 23.04 ~~_____ Part-time Employees shall be compensated at the applicable overtime rate as per Article 12 or with time off in lieu at a mutually agreeable time to be taken.~~

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: FEB 11, 2022

DATE: Feb. 10, 2022

DELETE

ARTICLE 24

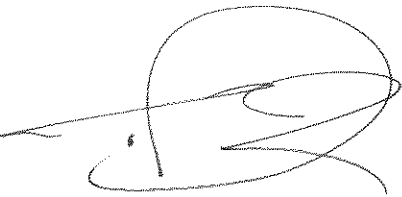
TEMPORARY EMPLOYEES

24.01 ~~Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.~~

24.02 ~~Employee Health Benefits Plan~~

~~The provisions of Article 19 - Benefits, shall apply to Temporary Employees after the completion of six (6) months of services, and whose regular hours of work exceed twenty-five (25) hours per week averaged over one complete cycle of the shift schedule.~~

SIGNED ON BEHALF OF THE EMPLOYER



DATE: FEB 11, 2022

SIGNED ON BEHALF OF THE UNION



DATE: Feb. 10, 2022

DELETE

ARTICLE 25

CASUAL EMPLOYEES

- 25.01 ~~_____ All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Agreement.~~
- 25.02 ~~_____ No Casual Employee shall be scheduled except with her consent.~~
- 25.03 ~~_____ (a) Casual employees shall be paid general holiday pay as per Alberta Employment Standards.~~
- ~~_____ (b) A Casual Employee required to work on a Named (Statutory) Holiday shall be paid for all hours worked at one point five times (1.5X) her basic rate of pay.~~
- 25.04 ~~_____ Casual Employees will be paid a vacation pay percentage in accordance with the Employer's practice as of certification, or in accordance with Employment Standards legislation, whichever is greater.~~
- 25.05 ~~_____ Casual Employees do not have seniority rights except in accordance with Articles 9 and 11.~~
- 25.06 ~~_____ The Layoff and Recall provisions do not apply to Casual Employees.~~
- 25.07 ~~_____ Benefits for Casual Employees will be as per the Employer's current practice at the~~
- 25.08 ~~_____ The following provisions of this Collective Agreement do not apply to Casual Employees: Annual Vacation & Named (Statutory) Holidays.~~

SIGNED ON BEHALF OF THE EMPLOYER



DATE: FEB 11, 2022

SIGNED ON BEHALF OF THE UNION



DATE: Feb. 10, 2022

ARTICLE 27

DISCIPLINE, DISMISSAL AND RESIGNATION

- 27.01 In the event an Employee is given a written warning, it shall be within ten (10) 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.
- AMD 27.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union **at the time of suspension or dismissal** ~~within five (5) days of the action being taken.~~ The action of suspension or dismissal shall be within ten (10) 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.
- AMD 27.03 By an appointment made ~~at least five (5) working days~~ in advance, an Employee and/or their representative, shall have access to their personnel records once per year.
- The Employer will make arrangements to have an Employee's personnel file made available at their place of employment and at a reasonable time for the employee to examine his file, once in every year or in the event of a grievance. The Employee may request a representative of the Union to be present at the time of the examination.
- 27.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. Prior to such discussion or investigation, the Employer shall advise an Employee of their right be accompanied by a Union Steward or Union Representative of their choice. The Employer shall give the Employee a reasonable amount of time to contact their Union Steward or Union Representative.
- AMD 27.05 An Employee who has been subject to disciplinary action **shall, after eighteen (18) months from the time of the discipline, have such record deemed removed from their personnel file, provided no further discipline of equal or greater severity has been received within the eighteen (18) month period.** ~~may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.~~
- 27.06 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.
- 27.07 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.

27.08 The Employee shall sign all notices of discipline, for the sole purpose of indicating she is aware of the discipline. It is deemed notification when the Employee refuses to sign.

AMD 27.09 Disclosure
~~Where the Employer's investigation results in discipline against an Employee, the disciplinary interview will be arranged in advance to allow the scheduling of the Employee and the Union Steward. The parties recognize the principle of disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Steward.~~

SIGNED ON BEHALF OF THE EMPLOYER



DATE: OCT 17, 2022

SIGNED ON BEHALF OF THE UNION



DATE: November 8, 2022

ARTICLE 28

OCCUPATIONAL HEALTH AND SAFETY

- 28.01 A Committee will be established to consider matters of Occupational Health and Safety. Union Response
- 28.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 28.03 The Committee shall be established and the Union will have the right to designate ~~one (1)~~ **two (2)** members of the bargaining unit as ~~a~~ members of this committee.
- 28.04 The basic rate of pay for any lost time / visits will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 28.05 ~~The Employer agrees to abide by the terms of the Occupational Health and Safety Act, RSA 2000 c O-2 as amended from time to time. In accordance with the Act and Regulations, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification including working alone and reporting, hazard controls and training, and recommendations for improved workplace safety.~~
- 28.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.
- 28.07 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.
- 28.08 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health & Safety Act*.
- 28.09 **[OUTSTANDING]**
- 28.10 The Employer will inform Employees of any hazards associated with visiting a particular client which the Employer is aware or reasonably ought to have been aware, including but not limited to confirmed or probable infectious diseases, infestations of pests (i.e. lice, bedbugs etc.), animals and/or smoking in the home, past behavioural concerns, or trip and fall hazards including in the approach to the client's home.
- The Employer will undertake in a timely manner all reasonable measures to eliminate and/or mitigate all hazards reported by Employees.

SIGNED ON BEHALF OF THE EMPLOYER

A stylized, handwritten signature in black ink, featuring a large loop and a horizontal line extending to the left.

DATE: _____January 17, 2023_____

SIGNED ON BEHALF OF THE UNION

A handwritten signature in black ink, appearing to be a cursive 'Ken'.

DATE: _____January 17, 2023_____

ARTICLE 30

JOINT COMMITTEE: UNION-EMPLOYER RELATIONS

30.01 For the purpose of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the names of the officers.


30.02 There shall be a single Employee Management Advisory Committee (EMAC). Meetings of the EMAC Committee shall be held on the Employer's premise.

MVD/AMD To 4.01 ~~30.03 An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.~~

- 30.043
- (a) The EMAC shall meet quarterly.
 - (b) The Local / Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC.
 - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
 - (d) An Employee shall be paid her basic rate of pay for any lost time / visits for attendance at these Committee Meetings.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION


_____

DATE: JULY 23, 2021

DATE: July 22, 2021

ARTICLE 33

JOB CLASSIFICATION

33.01 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing that any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. ~~1~~ **2** of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate **for the position in dispute.** ~~based on the relationship existing amongst other classifications and duties and responsibilities involved.~~

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



DATE: ____January 17, 2023____

DATE: ____January 17, 2023____


NEW

ARTICLE 36
COMMUNICATION DEVICES

36.01 The Employer shall provide, at no cost to the Employee, all necessary communications devices, equipment, and software required to perform their duties. The Employer may also provide Bring Your Own Device (BYOD) programs that Employees may choose at their discretion.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION


_____

DATE: OCT 17, 2022

DATE: November 8, 2022

ARTICLE 37
EMPLOYEE PRIVACY

37.01 Reasonable Expectation of Privacy

The Parties recognize that employees have a reasonable expectation of privacy at work, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

37.02 Surveillance Cameras

Wherever possible, the Employer shall inform Employees when surveillance cameras and related equipment are present in areas where Employees are working.

Except where permissible by law, cameras shall not be used to monitor Employee performance,

37.03 Personal Health Information

Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved in administering that information.

37.04 Necessary **Medical** Information Only

The Employer shall only request medical information when there are reasonable grounds to do so, and only necessary information shall be requested.

SIGNED ON BEHALF OF THE EMPLOYER



DATE: ____January 17, 2023____

SIGNED ON BEHALF OF THE UNION



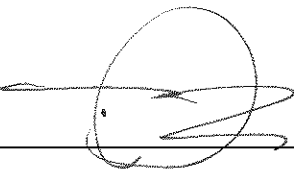
DATE: ____January 17, 2023____

NEW ARTICLE / MOVED FROM LOU – ARTICLE NUMBER TO BE DETERMINED

ARTICLE ZZ
LEGAL INDEMNIFICATION


- ZZ.01 The Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.
- ZZ.02 In accordance with the Certificate of Insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.
- ZZ.03 The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the Contract of Insurance.

SIGNED ON BEHALF OF THE EMPLOYER



DATE: JULY 23, 2021

SIGNED ON BEHALF OF THE UNION



DATE: July 22, 2021

DELETE/MOVE TO NEW ARTICLE

LETTER OF AGREEMENT

Between

CBI Home Health (AB) Limited Partnership
operating as CBI Home Health - Edmonton

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LEGAL INDEMNIFICATION

This letter will affirm that as a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

In accordance with the Certificate of Insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the Contract of Insurance.

For the Employer


For the Union

Date

Date

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: July 23, 2021

DATE: July 22, 2021

LETTER OF AGREEMENT

Between

CBI Home Health (AB) Limited Partnership operating as CBI Health – Edmonton North
(the “**Employer**”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 047 Chapter 008

(the “**Union**”)

RE: MERGER OF CBI HEALTH – EDMONTON NORTH OFFICE AND CBI HEALTH – EDMONTON SOUTH OFFICE (formally We Care)

WHEREAS the Union and the Employer are currently parties to a collective agreement which expired on December 31, 2020 (the “**Collective Agreement**”);

AND WHEREAS the Union and the Employer are currently engaged in collective bargaining for the renewal of the Collective Agreement;

AND WHEREAS the Employer intends to merge the offices and operations of the current bargaining unit office identified as CBI Health – Edmonton North with the non-union office identified as CBI Health – Edmonton South;

AND WHEREAS the date for such merger shall be effective no later than the beginning of the second pay period after the the introduction of the AlayaCare software at both offices;

AND WHEREAS the parties wish to integrate the employees of CBI Health – Edmonton South into the Collective Agreement;

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

1. Effective the date of the merger, all employees in the classification of Health Care Aide and Licensed Practical Nurse currently employed at the CBI Health – Edmonton South office shall become bargaining unit members covered by the Collective Agreement.
2. All terms and conditions of the Collective Agreement shall apply to the employees identified in paragraph 1, upon the effective date of the merger, including but not limited to:
 - (a) Employees identified in paragraph 1 above shall be compensated according to the rates of pay laid out in the current Wage Schedule, based on their cumulative career hours worked out of the CBI Health – Edmonton South office.
 - (b) If an Employee’s rate of pay at the time of the merger is higher than the rate in the Wage Schedule commensurate with their accumulated hours worked, such Employee shall be held at their current wage until such time as the rate of pay in the schedule is equal to or greater than their current wage.

- (c) The Employer shall remit dues for former CBI Health – Edmonton South Employees in accordance with Article 4.
- (d) Employee Service at CBI Health – Edmonton South shall be recognized as seniority in the bargaining unit as per Article 10 of the Collective Agreement. As such, the seniority of the two groups shall be dovetailed into one master seniority list.
- (e) Employees from both offices will maintain their primary geographic areas in which they currently provide availability. For clarity, the CBI Health – Edmonton North office services the following geographic areas and postal codes:
 - 07 – T5J, T5K, T5M, T5N
 - 08 – T5B, T5H, T5W
 - 10 – T5E, T5G, T5L

And, the CBI Health – Edmonton South office services the following:

- Southeast – T6A, T6B, T6C, T6E, T6P
 - Sherwood Park and surrounding range roads
 - Leduc/Rural – Leduc, Leduc County, Devon, Thorsby, Warburg, New Serepta, Calmar
- 3. Also effective on the date of the merger, all employees located at the CBI Health – Edmonton North Office in the classifications of Intake Liaison and Reception as well as those office employees who, through past practice have been included in the bargaining unit will cease to be members of the bargaining unit covered by the Collective Agreement. Similar office positions at the CBI Health – Edmonton South office will remain outside of the bargaining unit.
 - (a) As part of the collective bargaining process, the Collective Agreement will be amended to remove reference to Office Employees.
 - (b) If layoffs of office employees occur because of or within one year following the merger effective date, fourteen (14) days' notice or pay in lieu of notice shall be provided to affected employees in addition to the severance provided for in Article 26.06 of the Collective Agreement.
 - (c) If office employees facing layoff have the required qualifications to perform HCA or LPN work, they may elect to accept such bargaining unit positions so long as no other bargaining unit employee is displaced. If an employee elects this option, they will be credited with any past hours in the classification.
 - 4. The Employer shall provide the Union with an opportunity to make presentations of not less than twenty (20) minutes to the employees of CBI Health – Edmonton South to provide a Union orientation. Such orientation may be provided virtually and if so, the Employer shall assist the union in obtaining necessary Union paperwork from the employees.
 - 5. The Employer shall provide to the Union a listing of CBI Health – Edmonton South employees as soon as possible. Such listing shall include:
 - (i) Employee name
 - (ii) Employee ID number
 - (iii) Classification and Status (Full-time, Part-time, Temporary, Casual)

- (iv) Work location and/or geographic zone of work assignment
 - (v) Address, personal phone number and email address
 - (vi) CBI Health – Edmonton South date of hire, hours worked, and hours worked during the period of Jun 1, 2020 to May 31, 2021.
6. The Employer will also provide the current terms and conditions of Employment for such CBI Health – Edmonton South Employees. The Union reserves the right to modify its collective bargaining proposals based on information contained in such disclosure.

TO WITNESS THEIR AGREEMENT, the parties have duly executed the Memorandum of Agreement on the dates set out below:

**SIGNED ON BEHALF OF THE
EMPLOYER:**



DATE: _____Sept 10, 2021_____

SIGNED ON BEHALF OF THE UNION:



DATE: _____Sept. 10,
2021_____