

**SUMMARY OF TENTATIVE AGREEMENT**

AUPE/Good Samaritan Society PPDD

May 2, 2023

#	Title	Details
	Preamble	Current Language
1	Term of Collective Agreement	<p>1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date of ratification to <del>June 30, 2018</del> <b>March 31, 2024</b> and from year to year thereafter, unless amended. Notification of desire to amend may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.</p> <p>1.02 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:</p> <p>The Chief Executive Officer  The Good Samaritan Society  8861 75<sup>th</sup> Street  Edmonton, AB T6C 4G8</p> <p>and in the case of the Union to:</p> <p>The President  Alberta Union of Provincial Employees  <del>10451 – 170<sup>th</sup> Street</del> <b>10025 182<sup>nd</sup> St. NW</b>  Edmonton, AB <del>T5P 4S7</del> <b>T5S 0P7</b></p>
2	Definitions	Current Language
3	Application	Current Language
4	Union Recognition	Current Language

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5	Union Membership and Payment of Dues	Current Language
6	Management Rights	Current Language
7	Union Stewards	Current Language
8	Time Off for Union Business	Current Language
9	Respect in the Workplace	Current Language
10	Discipline and Termination	<p>10.03 Housekeeping – same sentence appears in 10.04</p> <p>10.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action. Copies of all disciplinary documents issued shall be forwarded to the Union within ten (10) calendar days giving particulars of the incident. <del>The Employee shall be given opportunity to sign any documented notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.</del></p>
11	Grievance and Arbitration	Current Language
12	Seniority	Current Language
13	Layoff and Recall	Current Language
14	Probation Period	<p>14.03 The probationary period may be extended by an additional four hundred and eight (480) hours worked or three (3) months. However, in no event will an Employee's total probationary period exceed nine hundred and sixty (960) hours worked. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union. <b>Such extensions shall not be unreasonably denied.</b></p>
15	Performance Appraisals and Personnel Files	Current Language

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16	Union-Management Committee	<p>Title changed to: Employer – Union Relations</p> <p>16.01 The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Collective Agreement they shall do so in good faith and in a fair and reasonable manner. <i>Note: subsequent clauses renumbered</i></p> <p>16.02 The parties to this Collective Agreement recognize the potential value of a <del>Union-Management Committee</del> <b>Employee – Management Advisory Committee (EMAC)</b> to assist in the promotion of harmonious relationships between the Employees and the Employer.</p> <p>16.04 At the request of either party, a <del>Union-Management Committee</del> <b>Employee – Management Advisory Committee (EMAC)</b> meeting shall be scheduled. A party may not request a meeting to be scheduled more frequently than once every two (2) months.</p> <p>16.05 The Employer and the Union agree that there shall be a <del>Union-Management Committee</del> <b>Employee – Management Advisory Committee (EMAC)</b> consisting of a maximum of ten (10) persons, with equal representation from the parties.</p> <p>The Union representatives shall include one (1) Employee representative from each quadrant of the City of Edmonton as well as one representative who is a Team Coordinator.</p>
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		<b>16.08 A Membership Services Officer or Union Representative shall not be unreasonably denied participation in EMAC meetings.</b>
17	Hours of Work	Current language
18	Overtime	Current language
19	Salaries	Current language
20	Leaves of Absence	Current language
21	Orientation and In-Services Programs	Current language
22	Appointments and Vacancies	<p><b>22.08 When an Employee is newly appointed to a Team Coordinator position in accordance with Clause 22.04, they shall serve a Subsequent Probationary Period of three hundred and twenty-five and one-half (325 ½) hours worked, or two months, whichever first occurs, in which to demonstrate their ability to perform the new assignment satisfactorily.</b></p> <p><b>(a) The Employer shall provide a written evaluation one (1) month prior to the completion of the Subsequent Probationary Period.</b></p> <p><b>(b) During this Subsequent Probationary Period, the Employee may choose to revert to their former position.</b></p> <p><b>(c) During this Subsequent Probationary Period, the Employer may direct the Employee to revert to their former position and basic rate of pay without loss of seniority.</b></p> <p><b>(d) If more time is required to allow the Employee to demonstrate their ability to perform the new assignment satisfactorily, the Employer and Union can mutually agree in</b></p>

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		<b>writing to a probationary extension of one hundred fifty (150) hours. Such extension shall not be unreasonably denied.</b>
23	Reclassification	Current language
24	Resignation	<p>24.01 An Employee shall provide the Employer with fourteen (14) calendar days' <b>advance</b> notice of her desire to resign from her employment <b>of the date of their resignation from employment.</b></p> <p>24.02 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 she is entitled on the next regular pay date <b>day.</b></p>
25	Named Holidays	25.06 In lieu of Named Holidays, Part-Time or Casual Employees shall be paid, <del>four point two percent (4.2%)</del> <b>five point zero percent (5.0%)</b> of their regular earnings of each pay.
26	Annual Vacation	Current language
27	Sick Leave	Current Language
28	Workers' Compensation	Current Language
29	OHS	<p>29.01 A Committee will be <del>established</del> <b>maintained</b> to consider matters of Occupational Health and Safety for the Employer's Program for Persons with Developmental Disabilities.</p> <p>29.03 The Committee shall be <del>established</del> <b>maintained</b> and the Union will have the right to designate one (1) member of the bargaining unit for every fifty (50) Employees as members of this Committee. This Committee may include representatives from other Employee</p>

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		<p>groups, however, the number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups represented.</p> <p><u>Imminent Danger</u></p> <p>29.10 <del>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 Client, Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out her work.</del></p> <p><u>Right to Refuse Dangerous Work</u></p> <p>(a) <b>An Employee may refuse to work or to do particular work at a Group Home if the worker believes on reasonable and probable grounds that there is a dangerous condition at the Group Home or that the work constitutes a danger to the Employee's health and safety or to the health and safety of another Employee, client, or member of the public. Work involving health and safety hazards that are not normal for the job is considered as a dangerous condition that could trigger a work refusal.</b></p>
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		(b) <b>Discriminatory action, or threat of discriminatory action shall not be taken against an Employee, by reason of that Employee is exercising their right to refuse dangerous work.</b>
30	Health Benefits	Current language
31	Transportation Allowance	Current language
32	Pension Plan	Current Language
33	Employee Liability	Current language
34	On-Call	Current language
35	Technological Change	Current language
36	Sleep Hours	Current language
	Salary Appdx	<p><b>Community Service Worker</b>            July 1, 2018 – 0%            July 1, 2019 – 0%            July 1, 2020 – Wage scale temporarily agreed to during Covid becomes permanent.            July 1, 2021 – 1%            July 1, 2022 – 0%            April 1, 2023 – 6%            Date of ratification – Increase step 6 to \$23.00/hour</p> <p><b>Team Coordinator</b>            July 1, 2018 – 0%            July 1, 2019 – 0%            July 1, 2020 – 1.5%            July 1, 2021 – 1%            July 1, 2022 – 0%            April 1, 2023 – 6%</p>

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		<p>Note: wage increases are effective the First full pay period following the date indicated.</p> <p>Lump Sums (see LOU #4 below) in addition to the General Wage Increases:</p> <ul style="list-style-type: none"> <li>• January 1, 2023 – March 31, 2023 – Lump sum equal to hours paid in the period x \$1.95 to be paid by June 30, 2023.</li> <li>• Lump Sum \$750 for FT employees, pro-rated for part-time/casual for hours worked in the term.</li> </ul>
LOU 1	Employment Insurance Rebate	Current language
2	Application of the CA – Temp EE	Current language
3	Collective Agreement Review	Not renewed. Removed from agreement.
4	Lump Sums	<p><b>LOU RE: LUMP SUM</b></p> <p>The Parties agree that Employees shall receive a lumpsum payment as follows.</p> <ol style="list-style-type: none"> <li>1. Employees on staff as of the date of exchange of written notice of ratification will be eligible to be paid a one-time payment (lump sum) according to the terms below.</li> <li>2. Employees who were full-time on January 1, 2021 shall receive a lump sum of seven hundred and fifty (\$750) dollars.</li> <li>3. Employees who were either part-time or casual on January 1, 2021 shall receive a lump sum of up to seven hundred and fifty dollars (\$750) shall be calculated as follows.</li> </ol>

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		<p>Lump Sum = Hours paid for the twenty-six (26) pay x \$750 pay periods immediately from July 1, <u>2020</u> <u>to June 30, 2021</u> 2080</p> <p>4. For the purposes of this Letter of Understanding, "hours paid" includes hours paid at the basic rate of pay excluding overtime hours.</p> <p>5. The lump sum payment shall be subject to deductions required by law.</p> <p>6. On payment of the lump sum, this Letter of Understanding shall cease to exist.</p> <p><b>LOU RE: LUMP SUM IN RESPECT OF ONE-TIME FUNDING TO GSS PPDD FOR JANUARY TO MARCH 2023</b></p> <p>WHEREAS the Employer received a one-time funding enhancement for the period of January 1 to March 31, 2023,</p> <p>AND WHEREAS the funding terms stipulates use (payment) by June 30, 2023,</p> <p>NOW THEREFORE the parties agree as follows.</p> <p>1. Employees with paid hours during the period of January 1 to March 31, 2023 will be paid a one-time lump sum according the following formula.</p>
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		<p>Lump Sum Pay = Hours Paid within January 1 to March 31, 2023 x \$1.95/hour</p> <ol style="list-style-type: none"> <li>2. For the purposes of this Letter of Understanding, "hours paid" includes all hours paid at the basic rate of pay.</li> <li>3. The lump sum payment shall be subject to deductions required by law and the Collective Agreement between the Employer and the Union.</li> <li>4. The lump sum will be paid out on or before June 1, 2023.</li> <li>5. On payment of the lump sum, this Letter of Understanding shall expire.</li> </ol>
<p><b>3</b></p>	<p><b>Review Of Employee-Management Advisory Committee (EMAC)</b></p>	<p><b>Within ninety (90) calendar days of the date of exchange of written notice of ratification, the Parties agree to meet to discuss the Employee Management Advisory Committee.</b></p> <p><b>The intent of the review by the Parties is to identify ways and means to re-establish regular meetings of the committee and re-examine the Terms of Reference of same.</b></p> <p><b>This Letter of Understanding shall expire on the conclusion of the Parties' work herein or with the expiry of the collective agreement between the Union and the Employer, whichever occurs first.</b></p>

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