



COLLECTIVE AGREEMENT

BETWEEN

**EDITH CAVELL CARE CENTRE
(CHANTELLE MANAGEMENT LTD.)**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 048 CHAPTER 011**

DECEMBER 1, 2017- NOVEMBER 30, 2020

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COLLECTIVE AGREEMENT made this 14th day of May 2019.

BETWEEN
EDITH CAVELL CARE CENTRE
(Chantelle Management Ltd.)

and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of
LOCAL 048 CHAPTER 011

(Covering all Employees at the Edith Cavell Care Centre, when
employed in Auxiliary Nursing Care or General Support Services)

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide efficient and high quality resident care.

It is the intent of the Parties to:

- (i) ensure the provision of the best possible service and quality resident care;
- (ii) protect the interest of resident, Employees and the Employer,
- (iii) maintain harmonious relations between the Employer and the Union,
- (iv) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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 December 1, 2017 up to and including November 30, 2020 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 1.01 above, the negotiating committees shall exchange and 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:
- Chief Executive Officer
Chantelle Management Ltd.
9102 – 196A Street
Langley, BC V1M 3B4
- and copied to:
- Administrator, Edith Cavell Care Centre
1255 5th Avenue South
Lethbridge, AB T1J 0V6
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7
- and copied to:
- AUPE Southern Regional Office
#203 1921 Mayor Magrath Dr. South
Lethbridge, AB T1K 2R8
- 1.04 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

ARTICLE 2 APPLICATION

- 2.01 The Collective Agreement shall apply to all employees of the bargaining units as described in Labour Relations Board Certificate Numbers 231-99 and 232-99 except the classifications of Recreational Therapist and Maintenance Coordinator.
- 2.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Salaries Appendix, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 2.03 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.
- 2.04 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.
- 2.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 2.06 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular shall be deemed to include the plural, and vice versa, unless the context otherwise requires.
- 2.07 During the course of normal business operations and the application of the Collective Agreement the Employer will gather personal information regarding it's Employees. This information shall be held in the strictest confidence.

ARTICLE 3 STRIKES AND LOCKOUTS

- 3.01 There shall be no strike or lockout or slowdown during the currency of this Collective Agreement as such terms are defined in the Alberta *Labour Relations Code*.

ARTICLE 4 DEFINITIONS

- 4.01 "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) "Regular Employee" is one who works on a full time or part time basis:
 - (i) "Full time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article.
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified in the "Hours of Work" Article.
 - (b) "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 ninety (90) calendar days but less than one hundred and eighty (180) calendar days;
 - (ii) to replace a Full time or Part time employee who is on approved leave of absence for a period in excess of ninety (90) calendar days; 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 ninety (90) calendar days.
 - (iv) the Employer shall provide at least fourteen (14) calendar days notice in writing of termination of a temporary position.
 - (c) "Casual Employee" is one who:
 - (i) is hired to work on a call-in basis and who is not regularly scheduled;
 - (ii) is scheduled for a period of ninety (90) calendar days or less for a specific job; or
 - (iii) relieves for absences the duration of which is ninety (90) calendar days or less.
- 4.02 (a) Except as specifically stated otherwise the provisions of this Collective Agreement shall apply to part-time Employees.
- (b) Except as specifically stated in this Collective Agreement, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees.
- 4.03 "Code" means the Labour Relations Code, as amended from time to time.
- 4.04 "Union" means the Alberta Union of Provincial Employees.
- 4.05 "Employer" shall mean Chantelle Management Ltd. (Edith Cavell Care Centre) 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.
- 4.06 "Local" means Local 048 of the Alberta Union of Provincial Employees.
- 4.07 "Chapter" means Chapter 011 of the Alberta Union of Provincial Employees.

- 4.08 "Member" means an Employee of the Employer who is included in this Collective Agreement and who is a member of the Local.
- 4.09 "Administrator" shall mean the Administrator of the Edith Cavell Care Centre.
- 4.10 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 4.11 "Basic Rate of Pay" shall mean the applicable step on the pay range for the Employee's classification as set out in the Salaries Appendix in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 4.12 "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 twenty-three hundred hours (2300) and zero seven thirty hours (0730).
- 4.13 "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.
- 4.14 For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

ARTICLE 5 UNION RECOGNITION

- 5.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.
- 5.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 5.03 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.
- 5.04 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction or emergencies, when regular Employees are not available and providing that the act of performing the aforementioned activities does not displace any bargaining unit Employees or reduce the hours of work or pay of any bargaining unit 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.
- 5.05 A request by any Employee for representation by a Union Steward at an investigative or disciplinary meeting with the Employer shall not be unreasonably denied.

- 5.06 The Employer agrees that a Union Steward shall be given the opportunity of interviewing each new employee for fifteen (15) minutes for the purpose of explaining the Collective Agreement and ascertaining whether the Employee wishes to join the Local.
- 5.07 An Employee shall have the right to wear the Union pin during working hours.
- 5.08 The Employer shall provide a secure bulletin board to be placed in the staff entrance upon which space shall be provided where the Local may be permitted to post notices of meetings and such other notices, which may be of interest to Employees. Such notices shall first be submitted to the Employer for approval prior to posting and a decision shall be provided within one (1) working day exclusive of weekends and named holidays.
- 5.09 The Union will exercise its rights in a manner which is just and reasonable in the circumstances, and in accordance with the Collective Agreement

ARTICLE 6

UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 6.01 The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues, in a manner, which is in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
- The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and subject to the Employer's payroll system being able to do so, the list will also include:
- (a) date of hire;
 - (b) mailing address;
 - (c) phone number
 - (d) classification;
 - (e) amount of dues deducted for each employee;
 - (f) gross earnings; and
 - (g) grid step
 - (h) Employee number;
 - (i) seniority.
- 6.02 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.
- 6.03 The Employer will, as a condition of employment, deduct from the base earnings of each Employee covered by this Collective Agreement, an amount equal to the dues as determined by the Union.

- 6.04 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.
- 6.05 Deductions of amounts equal to the dues for all employees shall commence with the first pay period of employment.
- 6.06 The Employer will provide to the AUPE Southern Regional Office a phone listing for all employees covered by this Collective Agreement on a quarterly basis.

ARTICLE 7 MANAGEMENT RIGHTS

- 7.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, discipline, efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) Direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) Hire, promote, transfer, layoff and recall Employees;
 - (d) Demote, discipline, suspend or discharge for just cause.
- 7.03 The Employer will exercise its rights in a manner which is just and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 8 RESPECTFUL WORKPLACE

- 8.01 There shall be no discrimination restriction or coercion exercised or practiced by either party in respect of any Employee by reason of race, color, creed, national origin, political or religious belief, gender, gender identity, gender expression, marital status, sexual preference, age, physical disability, mental disability, ancestry or place of origin of that person or class of persons nor by reason of membership, non-membership or activity in the Union, nor in respect of an Employee's or Employer's exercising any right conferred under this agreement or any law of Canada or Alberta.
- 8.02 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, bullying, sexual harassment and harassment are not tolerated.

- 8.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 8.04 The responsibility to ensure compliance with the above is shared equally by the Employer, the Union and all Employees.
- 8.05 Workplace harassment means any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person 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 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.
- Reasonable action taken by the employer or supervisor relating to the management and direction of workers or a work site is not workplace harassment.
- The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge may be imposed by the Employer against such Employee.
- The Employer will put in place workplace harassment prevention procedures. It includes measures and procedures to protect workers from the hazard of harassment and a process for workers to report incidents, or raise concerns to the appropriate person.
- The Employer will ensure supporting procedures are implemented and maintained. All workers and supervisors will have access to and receive relevant information and instruction on the contents of the policy and procedures.
- 8.06 The Employer will investigate and take appropriate corrective actions to address all incidents and complaints of workplace harassment in a fair, respectful, confidential and timely manner. The Employer will not disclose, except where required by law, the circumstances related to an incident of harassment or the names of the parties involved (including the complainant, the person alleged to have committed the harassment, and any witnesses) except to the Respondent and their Union Representative and, where necessary to investigate the incident, to take corrective action, to inform the parties involved of the results of the investigation.
- 8.07 No workers will be reprimanded when acting in good faith for addressing situations involving harassment. This article does not discourage a worker from exercising the worker's right under any other law, including the *Alberta Human Rights Act*.

**ARTICLE 9
UNION STEWARDS**

- 9.01 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 during the processing of a grievance, disciplinary investigations, or labour relations meetings initiated by the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, the Employee will request time off from the Administrator and provide them with as much advance notice as possible. Arrangements will be made by the Administrator to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Administrator or authorized alternate, which approval shall not be unreasonably withheld.
- 9.02 The Union reserves the right to appoint Union Stewards to represent a work area that has no Union Steward.
- 9.03 A list of Chapter Executive members & Union Stewards shall be supplied by the Union to the Employers Head Office, with a copy to the Administrator. The Employer shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 9.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.
- 9.05 One Union Steward will be paid at his/her basic rate of pay for all time used during his/her regularly scheduled hours of work in attending grievance hearings or joint committee meetings.
- 9.06 There shall not be any Union meetings on the premises of the Centre without the permission of the Administrator.
- 9.07 Union Leave
- The employer shall not unreasonably withhold approval for leave(s) of absence with pay for Employees elected or appointed to represent the Union at conventions, negotiations, workshops, institutes, and seminars or for Union business. Such requests shall be submitted in writing, a minimum of twenty-one (21) days in advance. Should extenuating circumstances not permit the twenty-one (21) days' notice, the request will be submitted with as much advance notice as possible, and the employer's reply shall be given in writing. The Union agrees to have deducted from the monthly dues remittance, the actual cost of salary (inclusive of Shift Differential & Weekend Premium) and benefits paid to employees while on Union leaves. The Employer shall provide the Union with complete documentation of any deduction from the dues remittance. Any conflict regarding deductions from the dues remittance shall be subject to the grievance procedure commencing at level II.

ARTICLE 10
LAYOFF/ RECALL PROCEDURE

- 10.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify employees in writing who are to be laid off at least thirty (30) calendar days prior to the date of the layoff, except that 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.
- 10.02 The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon.
- 10.03 In determining the order of layoff, the employer shall lay off employees in reverse order of seniority by related classification provided that the remaining employees have the qualifications to perform the available work satisfactorily.
- For the purpose of interpreting this article, the parties agree that HCA'S with and without certification and Recreation Aides be treated as related classifications; and that Kitchen, Laundry, and Housekeeping Aides be treated as related classifications.
- 10.04 No new full time or part time employees will be hired while there are other employees on layoff as long as laid off employees have the qualifications to perform the work required and are available to do so.
- 10.05 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan such as Alberta Health Care Insurance, etc. Failure to make arrangements for payment will result in termination of all benefits.
- 10.06 Other than the continuance of certain benefits as may be arranged under Article 10.04 and the retention of seniority under Article 29, an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 10.07 and 10.08.
- 10.07 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 10.08 When increasing the work force, recalls shall be carried out in order of seniority by classification provided the Employee being recalled has the qualifications to perform the required work satisfactorily.
- 10.09 Termination of Recall Rights
- 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.

10.10 Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular employees, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

- Service between 3 months & 1 year - 1 week notice or pay in lieu
- Service between 2 years to 4 years - 2 weeks notice or pay in lieu
- Service between 4 years to 6 years - 4 weeks notice or pay in lieu
- Service between 6 years to 8 years - 5 weeks notice or pay in lieu
- Service between 8 years to 10 years - 6 weeks notice or pay in lieu
- Service 10 years and beyond - 8 weeks notice or pay in lieu

10.11 Casual Employees

This Article shall have no application to Casual Employees.

**ARTICLE 11
IN-SERVICE PROGRAM**

- 11.01
- (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 sessions as being compulsory for specific employees or specific classifications of employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to specific employees on an annual basis:
 - (i) CPR (when established by the Employer as a mandatory qualification);
 - (ii) Fire, evacuation and disaster procedures;
 - (iii) Proper lifting and prevention of back injuries;
 - (iv) Workplace Hazardous Materials Information System (WHMIS);
 - (v) Management of Behaviors as deemed appropriate by the Employer;
 - (vi) Violence in the Workplace; and
 - (vii) Any other education required to meet Continuing Care Standards as mandatory.

- (c) Employees, who with prior approval of their supervisor attend in-service programs, which are not identified, as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The employer shall make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- (e) The Employer shall make educational materials available.

ARTICLE 12 OCCUPATIONAL HEALTH AND SAFETY

- 12.01 The Occupational Health and Safety (OH & S) Committee shall be composed of representatives of the Employer, and representatives of the Union. The committee shall be co-chaired by one representative from the Employer and one representative from the Union. The Union will elect representatives not to exceed three (3) to attend OH & S Committee meetings. This Committee shall meet on a monthly basis on a schedule determined by the co-chairs.
- 12.02 An Employee shall be paid the Basic Rate of Pay for attendance at OH & S Committee meetings.
- 12.03 Minutes of each meeting shall be taken and shall be approved by the co-chairs of the Committee. Copies of the minutes are to be posted on the Occupational Health and Safety board in each staff lunchroom within seven (7) business days after the meeting was held.
- 12.04 The Committee shall consider measures necessary to ensure the health and safety of each Employee, on the Employer's premises.
- 12.05 The Committee may make recommendations to the Employer with respect to Occupational Health and Safety matters.
- 12.06 Should the recommendations not be implemented or adequate steps taken toward the implementation within one (1) months from the date the recommendation is made, the Committee may request and shall have the right to present in writing its recommendation(s) to the Chief Executive Office. The Chief Executive Office shall reply in writing to the Committee within thirty (30) days of the presentation by the Committee.

ARTICLE 13 HOURS OF WORK

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

13.02

Full-time Employees (except LPN'S)

- (a) The regular hours of work for Full-time Employees shall be seventy five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union. Unpaid meal periods shall be thirty (30) minutes.

Part-time Employees (except LPN'S)

- (b) The regular hours of work for Part-time and Casual Employees shall be up to seventy-five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods. Unpaid meal periods shall be thirty (30) minutes.

Full-time LPN'S

- (c) The regular hours of work for Full-time Employees shall be seventy-seven point five (77.5) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point seven-five (7.75) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union. Unpaid meal periods shall be thirty (30) minutes.

Part-time LPN'S

- (d) The regular hours of work for Part-time and Casual Employees shall be up to seventy-seven point five (77.5) hours over a period of fourteen (14) calendar days and the daily hours of work shall be seven point seven-five (7.75) hours, exclusive of meal periods. Unpaid meal periods shall be thirty (30) minutes.

13.03

Rest Periods

All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.

13.04

Shift Schedules

- (a) Except in cases of emergency or by mutual agreement between the Employee, Employer and the Chapter Chairperson of the Union shift schedules shall provide for:
 - (i) at least fifteen (15) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) two (2) consecutive days of rest;
 - (iv) no split shifts;
 - (v) no shift shall be less than four (4) hours.

- (b) The Employer, in scheduling shifts shall take in to consideration an Employees request for certain shift schedules subject to the requirements of Article 13.04.
- (c) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) 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.

13.05 Posting of Shift Schedules

- (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 seven (7) 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 changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days' notice, the Employees affected will be paid their regular rate of pay for all hours worked.

13.06 The Employer will provide the Union with an authorized copy of all work schedules upon request.

13.07 Reporting Pay

Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for the full length of the shift or four (4) hours, whichever is the greater, at the Employee's regular rate of pay.

13.08 Additional Shifts

Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer shall be given preference and first opportunity to work any additional hours. Where more than one Part-time Employee has requested to work additional hours, the hours will be offered to the Employee within the unit having the most seniority. If all available shifts are not filled then casual Employees may be assigned shifts as equitably as possible.

13.09 Daylight Savings Time

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.

13.10 (a) Except for Clauses 13.04(a)(i) and (iii) and 13.04 (b), this Article shall apply to casual Employees.

- (b) Unless prescheduled, Clause 13.05(a) shall not apply to casual Employees.
- 13.11 (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected employees; and
 - (ii) prior approval of such exchange has been given by the employee's immediate supervisor; and
 - (iii) there is no additional cost to the Employer.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 13.12 Notwithstanding Clause 13.11 an Employee who wishes to give their shift(s) away is entitled to do so, with prior approval of the supervisor.

ARTICLE 14 OVERTIME

- 14.01 Overtime shall be voluntary except that an Employee may be required to work hours in excess of regularly scheduled hours to overcome unexpected workloads or to meet extraordinary situations.
- 14.02 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours per day and/or on the scheduled days of rest for Full Time Employees. The Employer shall provide in each department overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime was worked.
- 14.03 Part Time and Casual Employees Shall receive overtime compensation for all authorized hours worked in excess of seventy-five (75) hours worked in a 14 calendar day period.
- 14.04 Where the Employer requires a part time Employee to work without their having volunteered or agreed to do so, the Employee shall be paid the applicable overtime rate provided in Article 14.05.
- 14.05 The rate of two times (2X) the applicable basic rate of pay shall be paid for all overtime hours worked.
- 14.06 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be banked at the appropriate overtime rate and taken at straight time, as mutually agreed by the Employer and the Employee. Banked time not taken off by March 31st of each year shall be paid out.

- 14.07 Should the Employer be unable to fill a shift with a Part-time or Casual Employee at the basic rate of pay, it will be offered as overtime to Regular Employees who have provided their availability, based on seniority.
- 14.08 In the Event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee.
- 14.09 Where an Employee works overtime on a Named Holiday in accordance with Article 23, Named Holiday pay as outlined in Article 23.07 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
- (i) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay.
 - (ii) for all overtime hours worked on August Civic Holiday and Christmas at three times (3X) the applicable Basic Rate of Pay.

ARTICLE 15 SALARIES

- 15.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 15.02 All employees shall be entitled to an increment on the completion of one thousand nine hundred and fifty (1950) hours exclusive of overtime.
- 15.03 Effective upon ratification of the agreement, when a new Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a three (3) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
- 15.04 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to *Health Professions Act*, RSA 2000, c H-7 shall be employed as a Licensed Practical Nurse.

ARTICLE 16 PAY PERIODS

- 16.01 Paydays shall be on a bi-weekly basis, with direct deposit into the Employee's bank account.

ARTICLE 17
SHIFT DIFFERENTIAL/ WEEKEND DIFFERENTIAL

17.01 AUXILIARY NURSING (LPN, HCA, REC Classes)

Effective date of Ratification (December 8, 2016) a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) To Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours; or
- (b) To Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours, provided that one (1) hour is worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours; or
- (c) To Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours.

GENERAL SUPPORT SERVICES (Cooks, Cooks Helper & all Aides)

Effective date of Ratification a shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid:

- (a) To Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours; or
- (b) To Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours, provided that one (1) hour is worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours; or
- (c) To Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours.

17.02 AUXILIARY NURSING (LPN, HCA, REC Classes)

Effective date of Ratification a shift differential of four dollars and fifty cents (\$4.50) per hour shall be paid:

- (a) To Employees working a shift where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) To Employees for each regularly scheduled hour worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours, provided that one (1) hour is worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours; or
- (c) To Employees for all overtime hours worked which fall within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

GENERAL SUPPORT SERVICES (Cooks, Cooks Helper & all Aides)

Effective date of Ratification a shift differential of three dollars (\$3.00) per hour shall be paid:

- (a) To Employees working a shift where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) To Employees for each regularly scheduled hour worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours, provided that one (1) hour is worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours; or
- (c) To Employees for all overtime hours worked which fall within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

WEEKEND PREMIUM

17.03

AUXILIARY NURSING (LPN, HCA, REC Classes)

Effective date of Ratification a weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) To Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) To Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (c) To Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

GENERAL SUPPORT SERVICES (Cooks, Cooks Helper & all Aides)

Effective date of Ratification a weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) To Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) To Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (c) To Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

17.04

All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

- 17.05 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 18 JOB CLASSIFICATION

18.01 Job Description

An Employee may request from the Employer a copy of the job description for their position. All new Employees shall be provided with a copy of their job description during orientation.

18.02 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, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and 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.

18.03 Changes to Existing Classification Criteria

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

18.04 Classification Review

In the event that an employee believes that their current position is not properly allocated, the employee may request a classification review of their current position. The request for a classification review should be submitted in writing to the Administrator of the Facility or designate.

- (a) The employee and the Union will be advised in writing of the results of the classification review.

Successful classification reviews shall be effective from the date that the original request for classification review was submitted.

ARTICLE 19 PROBATION

- 19.01 An Employee shall serve a single probationary period of five hundred and three point seven five (503.75) hours worked exclusive of overtime hours worked, for each period of continuous employment not interrupted by termination or dismissal.

The probationary period may be extended, in consultation with the Union for a period up to an additional five hundred and three point seven five (503.75) hours worked, however, in no event will the total probation period exceed one thousand and seven point five (1007.5) hours, exclusive of overtime hours worked. During the probationary period the Employee may be dismissed or terminated for any reason.

The Employer shall provide a reason for the dismissal or termination to the Employee. The Employee shall have recourse to the grievance procedure except that the dismissal or termination shall not be a subject of arbitration at level III.

19.02 The Employer shall provide a paid orientation period for all new Employees. The orientation period shall not be less than three (3) working days for direct nursing staff and not less than two (2) working days for general support. Where in the opinion of the Employer it is necessary, additional orientation requested by an Employee will not be unreasonably denied.

19.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during their probationary period.

ARTICLE 20 JOB POSTINGS AND APPOINTMENTS

20.01 Postings

When a new full time or part time position is created or when a full time or part time vacancy occurs 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 copy of all posting shall be forwarded to the Union (Chapter Chairperson).

The posting shall be identified with a competition number and shall state the classification, full time equivalency, qualifications and education, hours of work and pay rate, date of posting and closing date and time of posting.

20.02 When circumstances require the Employer to fill a vacancy before the expiration of five (5) calendar days, the appointment shall be made on a temporary basis only.

20.03 Applications

Applications for vacancies shall be in writing according to the procedures established by the Employer. Facilities will be provided to accept applications for a posted position at any time within the five (5) working day posting period.

20.04 Selection

In making appointments and filling vacancies, appointments will be made on the basis of education, experience, training, qualifications, skill and ability and where these factors are considered by the Employer to be equal, seniority shall be the deciding factor.

20.05 If in the Employer's opinion, no applicant is qualified to perform the required work, the Employer may fill the vacancy at its discretion.

- 20.06 The name of the Employee who is appointed to fill the vacancy shall be posted for not less than eight (8) days. The Union (Chapter Chairperson) shall be informed in writing of the name and competition number for the successful applicant within five (5) days.
- 20.07 All appointments shall be on a trial basis. An Employee will be given a sixty (60) calendar day trial period in which to demonstrate their ability to perform the new task satisfactorily. Should such employee fail to succeed during the above mentioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of their former position.

ARTICLE 21 LEAVE OF ABSENCE

21.01 General Policies Governing Leaves of Absence

The following rules and procedures shall apply to requests for leaves of absence:

- (a) Unless otherwise stated, all leaves granted under this article are without pay, accumulation of seniority, benefits, income protection or earned vacation, nor will any other benefit be paid or accrued while on leave of absence.
- (b) Where any leave of absence without pay exceeds one (1) month:
 - (i) The Employer shall pay its share of the Health and Welfare benefits for the calendar month in which the leave commences and in the month immediately following up to a total of one (1) month.
 - (ii) If the leave of absence exceeds one (1) month, benefit coverage may be continued by the Employee provided the Employee pays the total cost of the premiums to the Employer in advance for each monthly period in excess of the first month's leave of absence. Failure to remit the payment above will result in the cancellation of benefits.
- (c) Applications for leave of absence shall be submitted in writing to the Employer at least four (4) weeks in advance in order that staff substitutions may be arranged. Applications shall indicate the date of departure on the leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal, which shall be reported to the Union.
- (d) An Employee who at the commencement of a leave in accordance with Article 21, who is participating in the group benefit plan shall continue to be covered for a maximum of twenty-four (24) months from the commencement of the leave.

- (e) All leaves of absence shall be for a maximum of twenty-four (24) months.
- 21.02 Employees who are on any leave of absence will not engage in gainful employment on such leave and if an Employee does engage in gainful employment while on such leave without the consent of the Employer, the Employee will forfeit all seniority, rights and privileges contained in this Collective Agreement.
- 21.03 Subject to Article 21.01 benefits will accrue from the date of return to employment following such leave of absence. Seniority established at point of leave for leaves exceeding one (1) month will be reinstated upon return to work.
- 21.04 In case of leaves of absence in excess of one (1) month, the Employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.
- 21.05 Employees shall not be entitled to paid holidays, which may fall during the period of any leave of absence identified hereafter.
- 21.06 Personal Leaves of Absence
The Administrator shall have the discretion to grant or refuse a request for a leave of absence without pay for personal reasons, provided that the Employee receives at least one (1) month's advanced notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Centre. Applicants when applying must indicate the date of departure and specify the date of return.
- 21.07 Bereavement Leave
Bereavement leave with pay and accumulation of seniority of up to five (5) consecutive calendar days immediately following the death shall be granted in the event of death of a member of the Employee's immediate family. Immediate family shall include spouse (common law and/or same sex-relationship), children (including step children), parents, brothers, sisters, mother-in-law, father-in-law, guardian, grandchildren, brother/sister-in-law, grandparents, and fiancé.
In the event of a death of another relative or close family friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
Bereavement leave shall be extended up to two (2) additional days without pay as may be necessitated by reason of travel in excess of three hundred (300) kilometers to the funeral.
Casual Employees shall be eligible for bereavement leave in accordance with legislation.
An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which the Employee is receiving any other payment such as, for example: Holiday pay, Vacation pay, or income protection.
- 21.08 Personal Leave
Personal leave will be granted as per legislation

21.09

Jury Duty

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 Employees private affairs, shall provide appropriate documentation to the Administrator. The Employee shall be paid the difference between what the Employee would have earned for their scheduled hours (excluding any premium payment otherwise payable) and the fees received pursuant to the performance of jury duty. This will be affected by the Employee signing over their jury or witness fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments.

The Employee is to notify their Administrator as soon as possible after receipt of notice of selection for jury duty or any subpoena, which requires the appearance of the Employee.

21.10

Maternity Leave

- (a) An Employee who has completed ninety (90) days of continuous employment (in accordance with legislation) shall, upon their request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as the Employee requests, providing, however, that if in the opinion of their medical physician, their ability to carry out their normal work assignments become limited the Employee may be placed on maternity leave earlier. Such leave shall be without pay or benefits, except for the valid health related portion of the maternity leave.

The total period of maternity leave shall not normally exceed sixteen (16) weeks. An Employee on maternity leave may maintain their benefits by prepaying, on a monthly basis the full cost of the benefits (Employee and Employer portion) while on leave, except for the valid health-related portion of maternity leave, prior to delivery.

An Employee entitled to maternity leave will also be entitled to parental leave for a period of up to 78 weeks (16 weeks Maternity leave plus 62 weeks Parental Leave) immediately following the last day of maternity leave.

- (b) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate them in the same position held by them immediately prior to taking leave and at the same step in the pay scale or provide them with alternative work of comparable nature at not less than the same step in the pay scale and other benefits that accrued to them up to the date the Employee commenced leave.

- (c) 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 maternity leave. If maternity leave has not already commenced in accordance with Article 30.03(a) then such leave shall commence on the date the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

21.11 Parental/Adoption Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall be granted up to sixty-two (62) weeks Parental leave, if applicable) parental leave.
- (b) An Employee who has completed six (6) months continuous employment shall be granted up to thirty-seven (37) weeks adoption leave without pay or benefits within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (c) An Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

21.12 Caregiver Leaves

- (a) Compassionate/Terminal Care Leave will be granted as per legislation
- (b) Critical Illness of a Child Leave will be granted as per legislation

21.13 Death or Disappearance of a Child Leave

Death or disappearance of a child leave will be granted as per legislation

21.14 Domestic Leave

Domestic leave will be granted as per legislation

21.15 Citizenship Ceremony Leave

Citizenship ceremony leave will be granted as per legislation

21.16 Military Leave

Military leave will be granted as per legislation

ARTICLE 22 ANNUAL VACATION

22.01 An Employee shall be granted the vacation period preferred by them at such time as may be mutually agreed by the Employer and the Employee.

22.02 Vacation Requests

- (a) All Employees shall apply in writing for the vacation period preferred by them. Preference of choice of vacation dates shall be determined by seniority.

- (b) Employees shall submit their vacation requests in writing by May 15 of each year. Employees who do not exercise their seniority rights by the cut off date stipulated above shall not be entitled to exercise those rights in respect to any vacation time previously selected by an Employee with less seniority.
- (c) The Employer shall respond, in writing, to all vacation requests within fourteen (14) calendar days of the request.

22.03 Length of Vacation

Vacation periods shall not be less than one (1) week, except where mutually agreed between the Employer and the Employee.

22.04 No Employee may continue to work and draw vacation pay in lieu of taking their vacation.

22.05 Rate of Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

22.06 Employees shall be permitted to carry over up to five (5) vacation days per year.

22.07 Vacation Pay on Termination

An Employee who resigns or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

22.08 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay.
- (b) Vacation entitlement earned in one vacation year can be taken in the following vacation year. Vacation entitlements unused at the expiration of one vacation year shall be paid out.
- (c) The rate at which vacation entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
 - (i) during the first (1st) year of employment an Employee earns a vacation of fifteen (15) working days;
 - (ii) during the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days;
 - (iii) during the tenth (10th) to nineteenth (19) year of employment an Employee earns a vacation of twenty five (25) working days;
 - (iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.

22.09 Hours Recognized for Determining Vacation Pay

Only those hours paid at the basic rate of pay and on a Named Holiday, up to the daily maximum will be recognized for the purpose of determining vacation pay.

22.10 Vacation Entitlement for Part-Time Employees

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

Hours worked as a Regular Employee X The applicable % as outlined below = Number of hours of paid vacation time to be taken

- (i) six percent (6%) during the first (1st) year of employment;
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) continuous years of employment;
- (iii) ten percent (10%) during the tenth (10th) to nineteenth (19) continuous years of employment;
- (iv) twelve percent (12%) during the twenty (20th) and subsequent employment years.

22.11 Casual and Temporary Employees Vacation

Casual Employees shall be paid on every pay period, in addition to their earnings:

- (i) six percent (6%) during the first (1st) year of employment;
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) continuous years of employment;
- (iii) ten percent (10%) during the tenth (10th) to nineteenth (19) continuous years of employment;
- (iv) twelve percent (12%) during the twenty (20th) and subsequent employment years.

22.12 Unbroken Vacation Period

Except during July and August of each year, an Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Employer. The Employer reserves the right to deny vacation request due to operational requirements. (The employer may limit summer vacations to no more than three (3) weeks at a time.

22.13 An Employee who is on an authorized leave of absence in excess of one month may be allowed to carry forward to the following vacation year all unused vacation entitlements.

**ARTICLE 23
NAMED HOLIDAYS**

23.01 The following are considered Named Holidays:

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

23.02 Qualifying for Named Holiday Pay

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

- (a) be employed by the Employer for a minimum of thirty (30) days prior to the named holiday;
- (b) work their scheduled shift immediately prior to and immediately after the holiday except where the Employee is absent due to a certified illness;
- (c) work on a named holiday when scheduled and required to do so.

23.03 No payment shall be due for a named holiday, which occurs during;

- (a) a layoff; or
- (b) all forms of leave during which an Employee is not paid; or
- (c) an absence while in receipt of Workers Compensation benefits.

23.04 Named Holiday Pay

An Employee obliged to work on a named holiday shall be paid for all hours worked on the named holiday at the rate of one and one half (1 1/2) times their basic rate of pay plus an alternate day off with pay at a mutually agreeable time, no later than ninety (90) days following the named holiday. If mutual agreement cannot be reached, the banked day will be paid out at the basic rate of pay.

Employees obliged to work on Christmas Day shall be paid for all hours worked on the named holiday at two times (2X) the basic rate of pay Plus, an alternate day off with pay at a mutually agreeable time, no later than ninety (90) days following the named holiday. If mutual agreement cannot be reached, the banked day will be paid out at the basic rate of pay.

23.05 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 23.04.

23.06 Named Holidays on Days 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 23.04.

23.07 Part-Time, Temporary and Casual Employees

- (a) On each pay check, part time temporary and casual employees shall be paid, in addition to their earnings, five percent (5%) of their earnings 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.
- (c) Part-Time, Temporary and Casual Employees obliged to work on Christmas Day shall be paid for all hours worked on the named holiday at two times (2X) the basic rate of pay.

**ARTICLE 24
HEALTH BENEFITS**

24.01 For full time employees, the employer agrees to pay one hundred percent (100%) of the cost of a group life insurance policy insuring to the amount of one times (1X) annual salary. It is understood that employees who are over age sixty-five (65) are not insurable. Payment for insurance coverage will commence when a new employee has successfully completed their probationary period and will be subject to the provisions of this Article.

24.02 The Employer shall pay one hundred percent (100%) of the basic single or family coverage on the single or family rate premium of the Alberta Blue Cross medical plan or its equivalent as provided through another carrier. The medical plan shall include a direct billing card for eighty percent (80%) payment of prescribed medication and Paramedical coverage to a maximum of thirty dollars (\$30.00) per visit and a maximum of five hundred dollars (\$500.00) per practitioner per year.

In the event an Employee has benefit coverage through another source, the Employee may elect to waive the benefit coverage noted by producing an exemption certificate. Should the Employee elect to waive said benefit coverage the Employer is not responsible for the contributions.

24.03 Part time employees who work more than fourteen and one-half (14 1/2) regularly scheduled hours per week averaged over a shift rotation cycle shall be entitled to the benefits outlined in Articles 24.01, 24.02 and 24.04.

It is understood that there may be a qualifying period established by the insurer or that there may be required some reasonable time for filing of forms, etc.

Payment for insurance coverage will commence when a new Employee has successfully completed their probationary period. For the purposes of this Article, the hours of work performed by an Employee shall be determined on the basis of hours per week averaged over one complete cycle of the shift schedule.

- 24.04 The Employer agrees to dental plan benefits which provide for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services. A maximum annual reimbursement of two thousand five hundred dollars (\$2500.00) per insured person per benefit year shall apply to Extensive Services.
- The Employer shall pay one hundred percent (100%) of the billed single/family premium rate for full time Employees who have completed probation.
- It is understood and agreed that there may be a qualifying period established by the insurer or that there may be required some reasonable time for the filing of forms, etc.
- The operation of the plan will be based on the current Alberta Blue Cross Dental fee schedule.
- 24.05 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 24.06 The Employer, will provide one copy of each of the plans to the Union.
- 24.07 The Employer shall notify the Union and discuss changes with the Union prior to making any changes to the Health Plan Benefits.
- 24.08 Effective sixty (60) days after date of Ratification, a sum of six hundred and fifty (\$650.00) per Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account (FHBSA) for each eligible Employee effective September 1st of each calendar year. Any unused allocation in an Employee's FHBSA as of August 31st of each calendar year may be carried forward for a maximum of one (1) calendar year. Employees may utilize the FHBSA for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*. Where the Employer chooses to contract with an insurer for the administration of the FHBSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. The FHBSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FHBSA.
- 24.09 The premium for the Long Term Disability Plan (LTDP) will be one hundred percent (100%) Employee paid. An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of seventeen (17) consecutive weeks, may apply for Long Term Disability as provided under the Long Term Disability Plan.
- 24.10 Long Term Disability benefits, payable under the provisions of the Long Term Disability Plan, will entitle an Employee with a qualifying disability to a total income from sources specified under the Plan of not less than sixty-six and two-thirds percent (66 2/3%) of their normal monthly earnings up to a maximum benefit of seven thousand dollars (\$7,000) per month.

**ARTICLE 25
WORKERS' COMPENSATION**

- 25.01 (a) 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.
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 26 - Sick Leave; during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (i) the Employee has sick leave credits available; and
- (ii) the Employee meets the eligibility requirements for sick leave; and
- (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employees sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers Compensation Board.
- 25.02 An Employee receiving compensation benefits under Article 25.01 shall be deemed on Workers Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn sick leave and vacation credits subject to Article 22;
- (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.
- 25.03 An Employee on Workers Compensation and who is certified by the Workers Compensation Board to be fit to return to work and who is:
- (a) Capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days or less written notice of readiness to work. 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 by them immediately prior to the disability with benefits that accrued to them prior to the disability.

- (b) Incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate them to a position for which the Employee is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability.

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

25.05 The Employee shall keep the employer informed of the progress of their condition on a regular basis.

ARTICLE 26 SICK LEAVE

26.01 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*.

- 26.02
- (a) Sick leave credits for Full-time Employees shall be earned and computed at the rate of one and one half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) 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 of four and one half days (4½) from the date of 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 one (1) month;
 - (v) the first thirty (30) days on which an Employee is on paid sick leave or WCB.

- (e) For Part-time Employees, the sick leave entitlement under Clause 26.02(a) shall be pro rated in accordance with their FTE.
- 26.03 Employees reporting sick shall do so to the Employer at least one (1) hour prior to the commencement of the 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, which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
- 26.04 Subject to Article 26.01, 26.02 and 26.03 above, an Employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 26.05 Proof of Illness
 - (a) If requested by the Employer an Employee shall be required to provide a medical certificate for absence. Where the Employer requires an Employee to substantiate a claim for sick leave, payment of sick leave benefits shall not be affected until such substantiation has been supplied.

Any additional expenses incurred by the Employee in providing substantiation of illness will be paid by the Employer.
 - (b) No Employee shall have their services terminated or be disciplined solely by virtue of using or having exhausted their sick leave credits.
- 26.06
 - (a) From time to time, 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.
 - (b) The above provision may be granted for exceptional reasons only, and at the discretion of the Administrator or authorized alternate.
- 26.07
 - (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 26.07 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 26.07, should an Employee be admitted to the hospital on an "in-patient" or "out-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 their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

"Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of illness or injury occurring during their vacation period.

- 26.08 The Employer will advise an Employee of their accumulated sick leave credits when requested.
- 26.09 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 sick leave without pay for the duration of the illness or as provided below, whichever occurs first. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with fourteen (14) days, or such shorter period of time as agreed between the Employer and the Employee, written notice of readiness to return to work and:
- (a) 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 which the Employee held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to their disability.
- 26.10 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment and that approved absence from duty due to such therapy or treatment shall be considered as sick leave.
- 26.11 Upon termination of employment all sick leave credits shall be canceled and no payment shall be due therefore.
- 26.12 Casual Employees are not eligible for sick leave benefits.
- 26.13 Temporary Employees with an anticipated end date of nine (9) months or longer shall accrue sick leave benefits.

ARTICLE 27
DISCIPLINE AND DISMISSAL

- 27.01 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 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 forthwith. The action of suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act-giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.03 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been affected.
- 27.04 The Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion, an Employee can choose to be accompanied by a Union Steward or Union Staff Representative.
- 27.05 The procedures stated in Article 27.01, 27.02, 27.03 and 27.04 do not prevent immediate suspension or dismissal for just cause.
- 27.06 An Employee absent for three (3) consecutive workdays without good and proper reason shall be considered to have terminated their services with the Employer.
- 27.07 (a) Upon not less than one (1) working day's notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their personnel records and shall on request be provided with copies of materials contained in such records.
- (b) The Employer shall be entitled to charge a reasonable fee for copying.

- 27.08 There shall be no suspension, dismissal or discipline except for just cause. Suspensions with pay shall not be deemed as disciplinary, or subject to the grievance procedure.
- 27.09 Throughout this Article the term "days" shall not include Saturdays, Sundays or Named Holidays.
- 27.10 The Union shall not unreasonably deny a request for an extension of time lines provided in Article 27.01 and 27.02.

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 Staff 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 their work without obtaining consent from the Administrator, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the 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 Administrator or their designated alternate. Policy Grievances shall be submitted directly to the Chief Executive Office or their 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 23.
- (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:

Every effort shall be made to resolve problems at the worksite level prior to a written grievance. The Parties agree to ensure full explanations of issues during their initial discussion at the worksite level.

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 Administrator 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 Administrator or designate shall meet with the grievor and Union Steward or Union Staff 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.

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 Administrator or designate, submit the grievance in writing to the Chief Executive Officer or designate, specifying the nature of the grievance/s and the redress sought, who, in conjunction with the Administrator shall meet, including by way of teleconference with the grievor and the Union Steward or Union Staff 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 SENIORITY

- 29.01 Seniority shall be bargaining-unit-wide. Seniority for all Employees shall be defined as the date of hire in the bargaining unit.
- 29.02 The Employer shall maintain one (1) separate seniority list as follows:
 - (a) Full-time Employees, which includes all Employees employed in a permanent position with a Full-time equivalent;
 - (b) Part-time Employees, which includes all Employees employed in a permanent position with less than a Full-time equivalent.
- 29.03 Should a casual or temporary employee become a regular employee, all period of continuous service as a casual or temporary employee shall be used to determine their seniority date.

- 29.04 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if she:
- (a) Resigns; or,
 - (b) Is discharged for just cause and not reinstated; or,
 - (c) Overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
 - (d) Fails to reply to a recall notice within five (5) days of its receipt pursuant to Article 10.07, unless a satisfactory reason is provided; or
 - (e) Is absent for three (3) consecutive days without notifying the Employer, the Employee shall be considered to have resigned; or
 - (f) Is laid off and not recalled to work in excess of one (1) year; or
 - (g) Fails to return to work following a compensable accident within five (5) days after being certified fit to return to work by the Employee's Physician and the Worker's Compensation Board.
- 29.05
- (a) The Employer shall prepare and post a seniority list within thirty (30) days of the ratification of the agreement. The Union shall then have a further thirty (30) days to challenge the seniority list. At the end of the Unions 30 days the seniority list shall be deemed to be correct. The Employer shall prepare and post an updated list twice annually.
 - (b) The seniority list shall include the following information: name, date of hire, classification, FTE.

ARTICLE 30 PERFORMANCE APPRAISALS

- 30.01
- (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer.
 - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours' notice. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that the Employee is aware 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 their personnel file.
- 30.02 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

**ARTICLE 31
RESIGNATION**

- 31.01 An Employee shall provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with 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 the Employee is entitled on the next scheduled payday following the day on which the Employee terminates their employment.

**ARTICLE 32
COMMITTEE PARTICIPATION**

- 32.01 Except as otherwise provided in this Collective Agreement, an Employee who is required to attend meetings established by the Employer, shall be paid at the Basic Rate of Pay for attendance at such meeting.
- 32.02 The parties to this agreement recognize the benefits, which can be derived from a Union-Employer Committee. Such Committee shall be comprised of up to three (3) members of the Union and up to three (3) representatives of the Employer. Should either party wish to convene a meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least fourteen (14) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible. This meeting shall be convened during working hours of all committee members, if operational requirements permit. Union Committee members will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings.

**ARTICLE 33
TEMPORARY ASSIGNMENTS**

- 33.01 When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for one (1) hours or longer, the Employee shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing the Employee is qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

**ARTICLE 34
PENSION PLAN**

- 34.01 All Regular Full-Time and Regular Part-Time Employees, on the first of the month following completion of the probation period, shall have the option of enrolling in the facility pension plan, the terms and conditions of which are as follows:

Type of Plan

The Plan will be a Defined Contribution Pension Plan. Participation in the Plan shall be voluntary. The Plan shall be registered under the Alberta Employment Pension Plans Act.

34.02

Contributions

- (a) Member Contributions - Each member who opts into the Pension Plan will be required to make contributions on one of the following basis:
 - (i) One (1%) percent of regular earning;
 - (ii) Two (2%) percent of regular earnings;
 - (iii) Three (3%) percent of regular earnings;
 - (iv) Four (4%) percent of regular earnings;
 - (v) Four point five (4.5%) percent of regular earnings.
- (b) Employer Contributions - The Employer will be required to match contributions made by each member.

34.03

Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available and, in any case, each member will receive an annual statement of their accumulated balance.

34.04

Investment of Contributions

All contributions will be directed to a guaranteed current interest account.

34.05

The Pension Plan will be administered to meet all legislated requirements.

34.06

Administration Cost

All costs of administration will be borne by the Pension Plan.

ARTICLE 35

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

35.01

The Parties hereby agree as follows:

- (a) The Parties to this Collective Agreement agree to the desirability of an Employee-Management Advisory Committee (EMAC) or the equivalent for promoting harmonious relationships between the Employees, the Union and the Employer. A request by either Party to establish a Site committee shall not be unreasonably denied.
- (b) It is recognized that the purpose of the EMAC is to promote joint problem solving and deal with matter of mutual concern which may arise from time to time.

- (c) EMAC shall not have jurisdiction over any matter contained in the Collective Agreement including its administration or negotiation. EMAC will not supercede the activities of any committee of the Employer.
- (d) The Union shall provide the names of up to two (2) representatives and the Employer shall provide the names of up to two (2) representatives to sit on the Employee-Management Advisory Committee.
- (e) Time spent in meetings of this Committee shall be considered time worked and the Basic Rate of Pay will be paid to such Employees, for a maximum of two (2) meetings per year. An Employee when not scheduled to work shall be paid at the basic hourly rate of pay for the length of the meeting.
- (f) Unless otherwise mutually agreed, the Committee shall meet on a monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-Chair and chairing of the meetings will alternate between the Co-Chairs.

ARTICLE 36 WORKLOAD

- 36.01 The Employer shall ensure that an Employee's workload is not unsafe. Employees may refer safety related work concerns to the OH&S committee for investigation. The Committee may make recommendations to the Employer. .
- 36.02 Should the manager and the Employee be unable to resolve the complaint the matter can be subject to the grievance procedure up to and including arbitration.

ARTICLE 37 PAY EQUITY

- 37.01 The Parties agree to the concept of pay equity

**SALARY SCHEDULE
AUXILIARY NURSING CARE CLASSIFICATIONS**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LPN	Current	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
	1 Dec., 2017	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
	1 Dec., 2018	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE Auxiliary Nursing							
HCA (With Cert) Recreation Assistant	Current	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
	1 Dec., 2017	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
	1 Dec., 2018	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE Auxiliary Nursing							
HCA (Without Cert)	Current	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			
	1 Dec., 2017	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			
	1 Dec., 2018	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE Auxiliary Nursing							

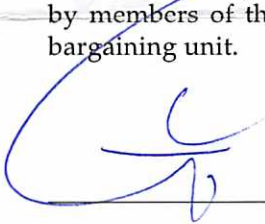
**SALARY SCHEDULE
GENERAL SUPPORT SERVICES CLASSIFICATIONS**

		Step 1	Step 2	Step 3	Step 4
Cook II	Current	\$22.11	\$22.96		
	1 Dec., 2017	\$22.11	\$22.96		
	1 Dec., 2018	\$22.11	\$22.96		
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services			
Cook I	Current	\$20.70	\$21.60		
	1 Dec., 2017	\$20.70	\$21.60		
	1 Dec., 2018	\$20.70	\$21.60		
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services			
Kitchen, Laundry & Housekeeping Aides	Current	\$17.70	\$18.31	\$18.86	\$19.87
	1 Dec., 2017	\$17.70	\$18.31	\$18.86	\$19.87
	1 Dec., 2018	\$17.70	\$18.31	\$18.86	\$19.87
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services			
Cook's Helper	Current	\$19.06	\$20.75		
	1 Dec., 2017	\$19.06	\$20.75		
	1 Dec., 2018	\$19.06	\$20.75		
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services			
Maintenance Assistant	Current	\$19.50	\$21.53	\$23.13	\$23.64
	1 Dec., 2017	\$19.50	\$21.53	\$23.13	\$23.64
	1 Dec., 2018	\$19.50	\$21.53	\$23.13	\$23.64
	1 Dec., 2019	Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services			

LETTER OF UNDERSTANDING #1
BETWEEN
CHANTELLE MANAGEMENT LTD.
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 048 Chapter 011)

RE: CONTRACTING OUT


The Employer agrees not to contract out, before November 30, 2020, work normally performed by members of the bargaining unit where it results in the displacement of a member of the bargaining unit.



Gord van der Eerden
CEO Chantelle Management

Date

Sept 9 2019



Guy Smith
President AUPE

Date

Oct 21, 2019

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Handwritten scribbles and lines.


LETTER OF UNDERSTANDING #2
BETWEEN
CHANTELLE MANAGEMENT LTD.
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 048 Chapter 011)

RE: EDUCATIONAL ALLOWANCE

The Parties agree as follows:

1. This Letter of Understanding shall be applicable to Employees who are in the following classifications:
Health Care Aide
Recreation Aide
2. For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from bona fide post-secondary institutions, supported by proof submitted by the Employee:
Personal Care Attendant (PCA)
Personal Support Aide (PSA)
Graduate Practical Nursing (GPN)
Recreation Therapy Diploma
3. An Employee who has successfully completed one or more recognized courses or certificates as outlined in Point 2 above, and is currently on pay step one (1) to five (5) on the salary grid shall upon provision of proof of qualifications to the Employer, be moved up one increment.


Gord van der Eerden
CEO Chantelle Management


Guy Smith
President AUPE

Date Aug 27 2019

Date Oct 21, 2019

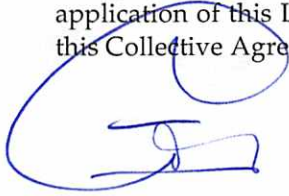
LETTER OF UNDERSTANDING #3
BETWEEN
CHANTELLE MANAGEMENT LTD.
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 048 Chapter 011)

RE: MUTUAL AGREEMENT TO ADJUST REGULAR HOURS OF WORK

The Parties agree as follows:

1. Increasing Regular Hours of work for Part-time Employees.
 - (a) Requests to increase regular hours of work from Regular Part-Time Employees shall be made in writing. The Employer will advise those Employees who have submitted a request to increase their regular hours when additional hours are available. The Employer shall indicate approval or disapproval, in writing within fourteen (14) days of the request from a Part-Time Employee to increase their regular hours of work.
 - (b) A request to increase regular hours of work shall indicate the requested number of shifts per shift cycle and desired shift pattern. Employees shall not be permitted to amend the length of their shift through this process.
 - (c) A Regular Part-time Employee may add to their regular hours of work in accordance with the scheduling provisions of the Collective Agreement.
 - (d) Where there is more than one Employee requesting to increase their regular hours of work the requests shall be granted in order of seniority of those Employees whose requests can be accommodated.
2. Decreasing Regular Hours of work for Regular Employees
 - (a) Requests to decrease regular hours of work from Regular Employees shall be made in writing. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease regular hours of work.
 - (b) A request to decrease regular hours of work shall indicate the requested number of shifts per shift cycle and desired shift pattern. Employees shall not be permitted to amend the length of their shift through this process.
 - (c) A Regular Employee cannot decrease their regular hours of work to less than a point four Full-time Equivalent (.4 FTE).
3. The Employer agrees to accept requests to increase or decrease regular hours of work from a Regular Employee who is currently working a shift schedule that is not compliant with the scheduling provisions of the Collective Agreement. The Employer, the Employee and the Union agree to consult respecting the effects of increases or decreases on an individual Employee.

4. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's Regular Hours of Work which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.



Gord van der Eerden
CEO Chantelle Management

Date Aug 27 2019



Guy Smith
President AUPE

Date Oct 21, 2019

LETTER OF UNDERSTANDING # 4
BETWEEN
CHANTELLE MANAGEMENT LTD.
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 048 Chapter 011)


RE: PARKING

The Parties agree as follows:

Employees shall not be charged a fee for an unreserved parking space at the worksite.



Gord van der Eerden
CEO Chantelle Management



Guy Smith
President AUPE

Date Aug 27 2019

Date Oct 21, 2019

LETTER OF UNDERSTANDING # 5
BETWEEN
CHANTELLE MANAGEMENT LTD.
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 048 Chapter 011)

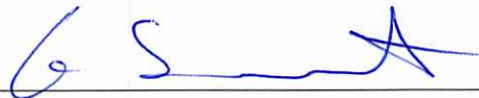
RE: PAID PERSONAL LEAVE

The Parties agree as follows:

- 1) Effective the first of the month following ratification, all Employees who have completed their probation period and who are Full-Time or Part-Time Employees shall be entitled to earn Paid Personal Leave.
- 2) Paid Personal Leave entitlements shall be earned in the following manner:
 - (a) Employees who have not accessed any Sick Leave for ninety (90) calendar days shall be provided one (1) Paid Personal Leave Day.
 - (b) Part-Time Employees, such days shall be prorated to Full-Time equivalency according to the hours defined in their offer of employment.
 - (c) Employees may accumulate Paid Personal Leave days to a maximum of four (4) days.
 - (d) Request for Paid Personal Leave shall be submitted in writing and will not be unreasonably denied.



Gord van der Eerden
CEO Chantelle Management



Guy Smith
President AUPE

Date Aug 27 2019

Date Oct 21, 2019

SALARY SCHEDULE: AUXILIARY NURSING CARE CLASSIFICATIONS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LPN	Current	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
	1 December, 2017	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
	1 December, 2018	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
	1 December, 2019	\$26.95	\$27.11	\$28.22	\$29.33	\$30.45	\$31.92	\$33.20	\$34.53
HCA (With Cert) Recreation Assistant	Current	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
	1 December, 2017	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
	1 December, 2018	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
	1 December, 2019	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13	\$23.85	\$24.58	
HCA (Without Cert)	Current	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			
	1 December, 2017	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			
	1 December, 2018	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			
	1 December, 2019	\$20.13	\$20.77	\$21.65	\$22.29	\$23.13			

SALARY SCHEDULE: GENERAL SUPPORT SERVICES CLASSIFICATIONS

		Step 1	Step 2	Step 3	Step 4
Cook II	Current	\$22.11	\$22.96		
	1 December, 2017	\$22.11	\$22.96		
	1 December, 2018	\$22.11	\$22.96		
	1 December, 2019	\$22.33	\$23.19		
Cook I	Current	\$20.70	\$21.60		
	1 December, 2017	\$20.70	\$21.60		
	1 December, 2018	\$20.70	\$21.60		
	1 December, 2019	\$20.91	\$21.82		
Kitchen, Laundry & Housekeeping Aides	Current	\$17.70	\$18.31	\$18.86	\$19.87
	1 December, 2017	\$17.70	\$18.31	\$18.86	\$19.87
	1 December, 2018	\$17.70	\$18.31	\$18.86	\$19.87
	1 December, 2019	\$17.88	\$18.49	\$19.05	\$20.07
Cook's Helper	Current	\$19.06	\$20.75		
	1 December, 2017	\$19.06	\$20.75		
	1 December, 2018	\$19.06	\$20.75		
	1 December, 2019	\$19.25	\$20.96		
Maintenance Assistant	Current	\$19.50	\$21.53	\$23.13	\$23.64
	1 December, 2017	\$19.50	\$21.53	\$23.13	\$23.64
	1 December, 2018	\$19.50	\$21.53	\$23.13	\$23.64
	1 December, 2019	\$19.70	\$21.75	\$23.36	\$23.88