



Collective Agreement

between

Walden Heights Seniors Community Inc.

-and-

**Alberta Union of Provincial Employees
On behalf of Local 048/031 (ANC)**

January 27th, 2020 - January 26th 2024

NUMERICAL INDEX

<u>ARTICLE</u>		<u>PAGE #</u>
	Preamble	1
1	Term of Collective Agreement	1
2	Definitions	2
3	Recognition	4
4	Union Membership and Dues Deduction	7
5	Management Rights	8
6	No Discrimination/Harassment.....	9
7	In-Service Programs	9
8	Probationary Period.....	10
9	Seniority	10
10	Performance Appraisals.....	12
11	Appointments, Transfers and Promotions	12
12	Hours of Work.....	14
13	Overtime	17
14	Salaries.....	17
15	Notice of Subcontracting.....	19
16	Shift Differential.....	19
17	Weekend Premium	20
18	Resignation and Termination	21
19	Named Holidays	22
20	Annual Vacation.....	24
21	Employee Benefits Plan	27
22	Sick Leave.....	30
23	Workers Compensation.....	32
24	Leave of Absence.....	33
25	Regular Part-time Employees	37
26	Temporary Employees	45
27	Casual Employee.....	46
28	Layoff and Recall.....	48
29	Discipline and Dismissal	51
30	Health and Safety	52
31	Copies of the Collective Agreement.....	53
32	Grievance Procedure	53
33	Casual Shifts.....	58
34	Retirement Savings Plan.....	58
	Salary Schedule	60
Letter of Understanding		
	RE: Mutual Agreement to Adjust FTEs	62
	RE: Signing Bonus.....	63

ALPHABETICAL INDEX

<u>ARTICLE</u>	<u>PAGE #</u>
20	Annual Vacation..... 24
11	Appointments, Transfers and Promotion..... 12
27	Casual Employee..... 46
33	Casual Shift..... 58
31	Copies of the Collective Agreement..... 53
2	Definitions2
29	Discipline and Dismissal..... 51
21	Employee Benefits Plan 27
32	Grievance Procedure 53
30	Health and Safety 52
12	Hours of Work..... 14
7	In-Service Programs9
28	Layoff and Recall..... 48
24	Leave of Absence..... 33
Letter of Understanding	
	RE: Mutual Agreement to Adjust FTEs 62
	RE: Signing Bonus..... 63
5	Management Rights8
19	Named Holidays 22
6	No Discrimination/Harassment.....9
15	Notice of Subcontracting..... 19
13	Overtime 17
10	Performance Appraisals..... 12
	Preamble1
8	Probationary Period..... 10
3	Recognition.....4
25	Regular Part-time Employees..... 37
18	Resignation and Termination 21
34	Retirement Savings Plan..... 58
14	Salaries..... 17
	Salary Schedule 60
9	Seniority 10
16	Shift Differential..... 19
22	Sick Leave..... 30
26	Temporary Employees 45
1	Term of Collective Agreement1
4	Union Membership and Dues Deduction7
17	Weekend Premium 20
23	Workers Compensation..... 32

PURPOSE AND PREAMBLE

The Parties are mutually desirous of entering into a collective agreement to:

- (i) Maintain harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services in Walden Heights Seniors' Community; and.
- (ii) Share responsibility in preserving the public trust in quality long term care by upholding professional and procedural standards of care; and
- (iii) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1

TERM AND APPLICATION OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise agreed, this Collective Agreement shall be in force and effect from January 27th, 2020 up to and including January 26th 2024 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining this Collective Agreement shall continue in full force and effect until:
- (a) A new collective agreement is concluded;
 - (b) The right of the bargaining agent to represent the Employees is terminated; or
 - (c) A strike or lockout commences.
- 1.03 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.
- 1.04 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1..05 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:
- AgeCare – Walden Heights
 - Vice President, Human Resources

19655 Walden Boulevard SE,
Calgary, AB, T2X 0N7

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10025 - 182 Street NW
Edmonton, AB, T5S 0P7

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

ARTICLE 2
DEFINITIONS

- 2.01 (a) The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, unless otherwise specified, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.
- (b) For the purpose 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.
- 2.02 "Arbitration and Adjudication" takes its meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.
- 2.03 "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.04 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.05 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- "Bi-weekly" shall mean the two calendar weeks constituting a pay period.
- 2.06 "Centre" means Walden Heights Seniors' Community named as the "Employer" in this Collective Agreement.
- 2..07 "Classification" means job title.
- 2..08 "Code" means the *Labour Relations Code*, as amended from time to time.

2..09 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.

2.10 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement.
- (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of six (6) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is six (6) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
- (c) "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 six (6) months but less than twelve (12) months; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

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

2.11 "Employer" means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre.

2.12 "Full-time Equivalency (FTE)" means the ratio of the scheduled bi-weekly hours for the position held by the Employee to the normal Full-time bi-weekly hours defined at Article 12 Hours of Work in the Agreement.

- 2.13 "Health Care Aide" means an Employee who is registered certified or recognized for equivalency to certification or deemed competent as per Alberta Health Services Health Care Aide Certification Assessment Profile.
Only Health Care Aides as defined above shall be employed as a Health Care Aide.
- 2.14 "Licensed Practical Nurse" (LPN) and LPN Educator means a person who is registered as a Licensed Practical Nurse pursuant to the Health Professions Act and Regulations.
- 2.15 "Local" means a Local of AUPE.
- 2.16 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both or neither and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.17 "Position" means:
- (a) status;
 - (b) the classification and pay rates;
 - (c) Full-time equivalency (FTE).
- 2.18 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.19 "Shift" means a daily tour of duty excluding overtime hours, including:
- (a) "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; and
 - (b) "Rotation" is that master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself.
- For the purpose 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.
- 2.20 "Status" means either Full-time, Part-time, Temporary and Casual as defined above.
- 2.21 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.22 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.23 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.24 "Vacation" shall mean annual vacation with pay.

2.25 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) pay period in January each calendar year and concluding on the last pay period of December of the same calendar year.

ARTICLE 3
RECOGNITION

3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.

3.02 **JOB SECURITY**

- (a) Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit Employee or reduce the hours of work or pay of any Employee.
- (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the wellbeing of the residents.
- (c) The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) where it results in the layoff or reduction of hours of work, or displacement of a regular employee.

However, only after all eligible bargaining unit Employees have been given the opportunity to fill a vacant shift at their regular rate of pay, may the Employer choose to fill such vacant shift with a non-bargaining unit staffing agency individual.

3.03 **EMPLOYMENT OF STUDENTS**

Any student employed under this collective agreement or any other provision like work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

3.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this agreement.

3.05 **Union Representation**

For the purposes of this agreement, the union shall be represented by:

- (a) Officers who are members of the local who are elected or appointed by the Employees to act on their behalf, and

- (b) the President of the Union, or Officers or Staff Members of the Union designated by the President, in writing pursuant to the Union's constitution, to perform specific functions pertaining to this agreement.

The Union shall provide the Employer with a current list of Officers and Union Representatives on an annual basis.

3.06 The Employer shall provide an exclusive bulletin board(s) to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees.

It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Employer prior to being posted. A response for a request to post a notice shall be provided by the Employer within twenty-four (24) hours of receipt of the request.

- 3.07 (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.
- (b) An Employee shall have the right to wear the Union lapel pin/button during working hours.
- (c) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Manager Labour Relations or designate.
- (d) Union membership meetings may be held on Employer premises subject to the approval of the Manager Labour Relations or designate.

3.08 Union Stewards

The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.

3.09 A current list of Union Stewards shall be supplied by the Union to the Human Resources Department and Site Management.

3.10 Union Representatives Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions,

Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.

- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.
- d) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

3.11 Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable and without loss of seniority in order to prepare for and participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

4.01 All Employees have the following rights:

- (a) To be members of the Union and to participate in its lawful activities;
- (b) To bargain collectively with the Employer through the Union;
- (c) Membership in the Union is voluntary.

4.02 All Employees shall be required to pay Union Dues as a condition of employment. The Employer shall, therefore, deduct from each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

4.03 (a) Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at

the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.

- (b) Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.

4.04 The dues structures of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

4.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.

4.06 (a) The deduction remitted shall be accompanied by a list specifying the following:

- the Employee's name;
- identification number;
- status (Full-time, Part-time, Casual);
- classification (job title);
- date of hire;
- floor, unit, shift; and
- the amount of deduction for each Employee and the amount of the Employee's bi-weekly earnings.

(b) Additionally, the Employer shall supply to the Union, annually, a report from the Employer's records including the following Employee information:

- mailing address;
- department;
- copy of the master rotation identifying FTE; and
- hourly rate(s) of pay.

ARTICLE 5 **MANAGEMENT RIGHTS**

5.01 The Employer retains all rights not specifically limited by this Collective Agreement.

5.02 Without limiting the generality of the foregoing, the AUPE 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, from time to time, 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 from time to time 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.

ARTICLE 6

NO DISCRIMINATION/HARASSMENT

6.01 Discrimination

- (a) There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, color, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical disability, mental disability, ancestry, place of origin, source of income, family status, or any other prohibited grounds as provided in the *Alberta Human Rights Code*;
- (b) Employer shall not discriminate against an employee because of his/her connection with the Union or activities related to the Union that are permitted by the Employer or the Union, sanctioned by the terms of the collective agreement or in accordance with those rights and privileges defined in the Labour Relations Code, the Employment Standards Code or any other applicable law.;
- (c) Nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.02 Harassment/Bullying/Violence

The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, bullying, and violence. The Employer shall have a Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.

6.03 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner

6.04 The Manager, in consultation with the Human Resource representative, shall ensure that the complainant and respondent are informed in writing of the

outcome of the harassment or discrimination investigation within ninety (90) days of receiving the complaint.

6.05 Right to an Environment free of Sexual Harassment

The Union and the Employer recognize the right of all employees to work in an environment of mutual respect free from sexual harassment and agree to so operate in resolving, in a confidential manner, all complaints of sexual harassment which arise in the workplace.

6.06 Sexual Harassment - No Reprisal for Raising a Complaint

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising a bona fide complaint of sexual harassment.

6.07 The Employer and the Union recognize the diversity of the workplace, including the multicultural and linguistic composition of the workforce. To support an inclusive workplace, employees shall speak in English while on Employer paid time, unless required otherwise for the care of a resident.

6.08 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a grievance or a complaint under the Alberta Human Rights Act.

ARTICLE 7

IN-SERVICE PROGRAMS

7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for all 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 Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance, except for requirements set forth in any disciplinary expectations.

(c) An Employee who is required by the Employer to attend education programs or staff meetings, shall be entitled to required course materials and registration fees. When required the Employer shall pay for transportation and subsistence in accordance with the Walden Heights Policy.

7.02 The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

(a) Emergency preparedness including fire, evacuation and disaster procedures;

(b) Occupational health & safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries;

(c) Workplace Hazardous Materials Information System (WHMIS);

and other education programs, as deemed appropriate by the Employer for the purpose of maintaining competency.

Specific in-service sessions shall be conducted during the paid working time of each employee (for example- not during paid rest periods) and the sessions shall not interfere with scheduled shift and the staffing for each schedule shift.

7.03

The Employer may make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency, including topics on prevention of resident abuse, *Protection for Persons in Care* legislation and regulations, privacy and client confidentiality.

ARTICLE 8
PROBATIONARY PERIOD

- 8.01 An Employee shall serve a probationary period of five hundred and twenty (520) 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 for a period up to an additional five hundred and twenty (520) worked, exclusive of overtime hours worked. During the probationary period the Employee may be terminated for any reason without:
- (a) notice; and
 - (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code) and shall not have recourse to the Grievance Procedure set out in this Collective Agreement or the Code, with respect to such termination.
- 8.02 The Employer shall provide a paid orientation period for all new Employees and for any employee returning from an absence of twelve (12) months or greater.
- 8.03 The Employee's first (1st) three (3) shifts of resident care shall be under the guidance of the Employer
- 8.04 New Employees will be given a Corporate based orientation to the Employer's organization. During this period, the Supervisor will ensure that the new Employee is provided with appropriate support to properly orient them to the position. Additional orientation requested by an Employee will not be unreasonably denied.
- 8..05 The Employer shall provide a performance appraisal at least once during the probationary period.

ARTICLE 9
SENIORITY

- 9.01 (a) A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service in the Centre's employ commenced within the bargaining unit, including all prior periods of service as Casual, Temporary or Regular Employee contiguous to present regular employment.
- 9.02 Seniority shall be considered in determining:
- (a) Preference of vacation time in the Annual Vacation article , if seniority dates are identical, hours worked will be the tiebreaker on preference in vacation.
 - (b) Layoffs and recalls, subject to the provisions specified in the Layoff and Recall article.
 - (c) Promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Appointments, Transfers and Promotions article.

- (d) The selection of available rotations by Employees on a unit affected by a new master rotation (changes to shifts, shift cycles or shift patterns) that does not change an Employee's Full-time equivalency (FTE) or does change an Employee's Full-time equivalency or employment status
- (e) Distribution and offering of casual shifts or any other available shifts or additional shifts/hours of work subject to the provisions specified in Article 33 - Casual Shifts.

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

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in the layoff and recall article.

9.04 The Employer will post on the Bulletin Board, a seniority list containing the name and seniority date of each regular and temporary Employee in chronological order. The seniority list will include the names of each casual Employee for information purposes.

The seniority list will be updated by the Employer not less frequently than every six (6) months. Copies of said seniority lists will be provided to the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

9.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 10
PERFORMANCE APPRAISALS

10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Centre.

The performance appraisal system is an ongoing process of communication and support in accomplishing the objectives of Age Care Walden. The ongoing process provides feedback, constructive accountability, and support to achieve outcomes by clarifying expectations, setting objectives, identifying goals, providing constructive feedback, and reviewing results.

10.02 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance 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 they are aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.

10.03 By appointment made at least three (3) working day in advance, excluding weekends and holidays, an Employee may have reasonable access to view their personnel file in the Human Resource Office. An Employee may be accompanied by a Union representative when viewing their personnel file.

Subject to the provisions of the Alberta *Personal Information Protection Act*, S.A. 2003, c. P-6.5, an Employee shall be given a copy of the contents of their personnel file upon request.

10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to Protection for Person in Care (PPIC) a Board of Arbitration, or as required by law, without the written consent of the Employee.

10.05 The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit. Except in extenuating circumstances the appraisal shall be completed by the employee's direct supervisor. The appraisal should include rationale for the rating given, evidence to support the rating, if the rating is unsatisfactory a development plan shall be created to ensure the employee's future success.

10.06 The parties recognize the importance of performance appraisals; however performance should be addressed throughout the year with positive feedback from the employees direct supervisor.

ARTICLE 11

APPOINTMENTS, TRANSFERS AND PROMOTIONS

11.01 When the Employer determines a vacancy needs to be filled and appointments cannot be made from the recall list, the Employer shall post within the Centre notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:

- (a) qualifications and or competencies required;
- (b) employment status (Regular, Temporary or Casual);
- (c) Classification and FTE;
- (d) wage range as per Collective Agreement; and
- (e) if Temporary, the anticipated duration of such position.

11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre as the Employer may designate.

- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 11.04 (a) In filling a new position or vacancy, appointments shall be made on the basis of the skills, training, and knowledge of the applicants. Where, in the opinion of the employer, the skills, training, and knowledge of two or more applicants are equal, the appointment will be made on the basis of seniority. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description including acceptable performance.
- (b) Subject to Clause 11.04(a), Regular Employees shall be given preference over Casual Employees and external applicants.
- 11.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- 11.06 At time of hire or transfer, or change of hours in accordance with Article 12 - Hours of Work, or change of status in accordance with the collective agreement, all Employees shall receive a letter, which shall include the following:
- (a) status (Regular, Temporary or Casual);
- (b) classification and FTE;
- (c) number of hours per shift based upon master rotation;
- (d) date of hire and transfer (if applicable); and
- (f) rate of pay (increment step).
- 11.07 Trial Period
- Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty-eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavor 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.

11.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of Rehabilitative Work.

11.09 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of the temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12
HOURS OF WORK

- 12.01 (a) Regular hours of work for the Full-Time Employees in the HCA, RTA, classifications exclusive of meal periods shall be:
- (i) seven point five (7.5) consecutive hours per day;
 - (ii) thirty seven point five (37.5) hours per week averaged over one cycle of the shift schedule.
- (b) Regular hours of work for the Full-Time Employees in the LPN classification exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
 - (ii) thirty eight point seven five (38.75) hours per week averaged over one cycle of the shift schedule.

- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two paid rest periods of fifteen (15) minutes during each full working shift of seven point five(7.5) hours, or
 - (ii) one paid rest period of thirty (30) minutes during each full working shift of seven point five(7.5) hours, if this is more compatible with scheduling of work assignments, and
 - (iii) the alternative to be applied shall be at the discretion of the Employer.
 - (b) include, as scheduled by the Employer, one paid rest period of fifteen (15) minutes during each half shift of not less than four (4) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 If an Employee is required to be readily available or recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later

in their shift, or where that is not possible, be paid for the meal period or rest period as follows:

- (a) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
- (b) for a meal period for which the Employee is entitled to be paid in accordance with Clause 12.02, at two times (2X) their basic rate of pay rather than at straight time.

12..04 Shift schedules shall be posted two (2) weeks in advance or such shorter period as is mutually agreed between the Employer and representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

12..05 Shift schedules/rotations shall provide for:

- (a) at least fifteen point five (15.5) hours off duty between shifts;
- (b) a minimum of one (1) weekend off in a three (3) week period; or
- (c) Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 11 - Appointments, Transfers and Promotions. A weekend only schedule / rotation shall mean a Saturday and the following Sunday. All provisions of the collective agreement shall apply except for Article 12.04 (b);
- (c) "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

12.06 (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day, the seven (7) days of the week and will be expected to work the shifts and locations they are assigned.

(b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-three hundred (23:00) hours and zero seven hundred (07:00) hours.

12.07 (a) Employees may exchange shifts among themselves, to a maximum of five (5) shifts per calendar month, 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.

Such exchange shall not result in the payment of overtime.

- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (d) Such exchange shall be recorded on the shift schedule.

(e) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

12.08 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

12.09 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at at the basic rate of pay.

12.10 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

12.11 Flexible Hours of Work

(a) Recreation Activity Employees/ Heath Care Aide Employees may work flexible hours and receive time off in lieu of flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off.

(b) The Employee shall be paid for the time taken off in place of flexible hours at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

12.12 Distributing and Allocating Casual Shifts (or any other available shifts or additional shifts/hours of work)

(a) A Regular Part-time Employee may, on a monthly basis or at such longer periods as directed by the Employer, submit in writing (electronically) their willingness to pick up additional shifts and their availability for such shifts.

(b) The Employer may schedule or offer additional shifts to Part-time Employees, who have given their availability in writing (electronically).

(c) Where there are available additional shifts or hours of work, the Employer shall first distribute the additional shifts or hours of work by classification to Regular Part-Time Employees on the basis of seniority; and

(d) after exhausting the part-time employee list, second to Casual Employees by classification on a fair rotational basis amongst casual employees.

Classification means LPNs shall be offered LPN shifts and hours of work including overtime, HCAs shall be offered HCA and companion shifts and hours of work including overtime and other classifications shall not be offered available shifts or

hours of work outside their classification in order to avoid the payment of overtime, without the mutual agreement of the Union and the employees.

ARTICLE 13
OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of the normal full time hours per day, or in excess of eighty eight (88) hours per bi-weekly pay period or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit 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 is worked. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 Overtime rate of two-times (2X)the applicable basic rate of pay shall be paid for overtime hours worked. No Employee may waive their entitlement to overtime.

ARTICLE 14
SALARIES

- 14.01 The basic rates of pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the completion of the regular hours of work indicated in the Salary Schedule to the maximum increment granted for Full-time Employees.
- 14.03 Transfers
- When an Employee is transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, they shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.
- 14.04 When an Employee is transferred to a classification with a lower rate of pay, their salary shall be protected for the duration of six (6) months, after that time the rate of pay will be adjusted to the basic rate they would have been entitled to, had they been on the lower rated classification from commencement of employment.
- 14.05 Reclassifications
- In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.
- 14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the

scope of the unit for which the Union is the certified bargaining agent provided that:

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

14.07 When a new classification is created under Article 14.06 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Article 32.07 (Grievance Procedure). The resultant pay scale shall be implemented retroactively to the date the new classification was established.

14.08 Recognition of Previous Experience

When an Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula as follows:

- (a) Experience prior to a two (2) 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.

Additional time worked, measured in monthly units and not credited for the purposes on initial placement on the salary scale, shall be applied towards the calculation of the next increment.

14.09 Payments

Employees required by the Employer to attend any mandatory staff meetings, in service training and committee meetings, except as provided in Clause 30.01(Health and Safety), shall be paid at the applicable rate of pay for attendance at such meetings.

14.10 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.

14.11 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

14.12 OVERPAYMENT

Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.

By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

14.13

UNDERPAYMENT

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options. The monetary or entitlement adjustments shall be made within two (2) pay periods.

ARTICLE 15
NOTICE OF SUBCONTRACTING

- 15.01 The Employer agrees that it is not the intention to contract out any work. However, should the Employer find it necessary to contract out work presently performed by members of the bargaining unit, Employees so displaced will be allowed to exercise their seniority rights subject to Layoff and Recall articles.
- 15.02 The Employer will advise the Union one hundred and twenty (120) days in advance pending contracting out or if there is intention to sell the business.
- 15.03 The Employer will make every effort to have affected Employees transferred with the contract to the new Employer.

ARTICLE 16
SHIFT DIFFERENTIAL

- 16.01 Evening Shift
- (a) A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees, employed in the LPN classification, for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- (b) A Shift Differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees, employed in the HCA, RTA, PTA classifications, for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- There shall be a fifty cent (\$.50) increase applied the first pay period after ratification from one dollar and seventy-five cents (\$1.75) to two dollars and twenty-five cents (\$2.25) per hour.
- The first pay period after July 1, 2023 there shall be a fifty cent (\$.50) increase applied from two dollars and twenty-five cents (\$2.25) to two dollars and seventy-five cents (\$2.75) per hour.
- 16.02 Night Shift
- (a) A Shift Differential of five dollars (\$5.00) per hour shall be paid to Employees, employed in the LPN classification, for all hours worked between twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours.

- (b) A Shift Differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees, employed in the HCA, RTA, PTA classifications, for all hours worked between twenty-two forty - five (22:45) hours to zero seven hundred (07:00) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours.

There shall be a one dollar and twenty-five cent (\$1.25) increase applied the first pay period after ratification from two dollars and fifty cents (\$2.50) to three dollars and seventy-five cents (\$3.75) per hour.

The first pay period after July 1, 2023, there shall be a one dollar and twenty five cent (\$1.25) increase applied from three dollars and seventy-five cents (\$3.75) five dollars (\$5.00) per hour.

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

ARTICLE 17 **WEEKEND PREMIUM**

- 17.01 Weekend Premium

- (a) A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees, employed in the LPN classification, for all hours worked in the period commencing fifteen hundred (1500) hours on a Friday to Monday at zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours on a Friday to Monday at zero seven hundred (0700) hours.

- (b) A Weekend Premium of three dollars (\$3.00) per hour shall be paid to Employees, employed in the HCA, RTA, PTA classification, for all hours worked in the period commencing fifteen hundred (1500) hours on a Friday to Monday at zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours on a Friday to Monday at zero seven hundred (0700) hours.

There shall be a twenty-five cent (\$.25) increase applied the first pay period after ratification from three dollars (\$3.00) to three dollars and twenty-five cents (\$3.25) per hour.

- 17.02 Employees will receive payment under Article 16 - Shift Differential and Article 17 - Weekend Premium concurrently.

ARTICLE 18 **RESIGNATION AND TERMINATION**

- 18.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment.

18.02 Vacation Pay on Termination

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 18.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive pay at the rate prescribed in the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons that are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement in each Calendar Year at the Employee’s regular rate.
- (c) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

18.03 An Employee shall return any company property distributed for the purpose of doing their assigned work.

ARTICLE 19
NAMED HOLIDAYS

19.01 (a) Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

- | | |
|--------------------|------------------------------|
| New Year’s Day | Labour Day |
| Alberta Family Day | Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Heritage Day | Boxing Day |

- (b) and any day proclaimed to be a holiday by:
 - (i) the Government of the Province of Alberta and/or
 - (ii) the Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

- (c) Any of the following faith based named holidays:
 - (i) Good Friday;
 - (ii) Christmas Day

may be exchanged within the same calendar year for any religious holiday of ones' own faith at the request of the Employee. The Employee shall provide at least twenty-one (21) calendar days' notice of the request.

- (d) In addition to the foregoing Named Holidays, Full Time Employees who are employed in the LPN Classification on or before July 1st in any year shall be granted one (1) additional holiday as a "Floater" holiday in that year until an additional Named Holiday is proclaimed under Sub-clause 19.01(b) at which time the Floater Holiday will be replaced by the new Named Holiday and will be subject to the provisions of Sub-clause 19.01(a). Such holidays shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee's Basic Rate of Pay

19.02 Notwithstanding the foregoing, while:

- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) on other leaves of absence with pay in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - (i) a day off with pay, or
 - (ii) payment in lieu thereof,for the aforementioned Named Holidays.

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

- (a) Worked for the Employer for at least thirty (30) days in the year before the general holiday;
- (b) Worked their last scheduled shift before, and the first scheduled shift after the holiday; and
- (c) Worked on the Holiday when scheduled or required to do so.

19.04 An Employee shall not be entitled to payment for a named Holiday or a day off in lieu when the Employee is absent for any reason for more than thirty (30) days except when she is on approved vacation.

19.05 All Eligible Employees as per 19.03 and 19.04 who are:

- (a) Normally scheduled to work on day of the holiday – does not work: The Employee will be paid their regular wages for the day.
- (b) Normally scheduled to work on day of the holiday –works:
 - (i) The Employee will be paid their regular rate of pay plus time-and-a-half (1.5X) time-for all hours worked; or
 - (ii) Employee will be paid their regular wages for the day of the holiday and, within three (3) months after the statutory holiday, will be required to take another day off in lieu of the statutory holiday. The

replacement holiday will be a day on which the Employee is normally scheduled to work.

- (c) Ineligible Employees who does not work on day of the holiday: Employee is not entitled to receive pay for the holiday nor another day off with pay.
- (d) Ineligible Employees who works on day of the holiday: Employee is entitled to be paid at regular rates of pay for all hours worked.

19.06 All Employees who work an irregular work schedule will be paid according to the following guidelines: If during at least five of the last nine weeks, the Employee regularly worked on the day of the week that the general holiday falls, the holiday is to be considered a day that would normally have been a workday for the Employee and paid accordingly.

19.07 If a general holiday falls during an Employee's annual paid vacation, and it falls on a day that the Employee would normally have worked, the paid vacation will be extended by one day. Alternatively, the Employee will have the option of taking decreased vacation by one day.

ARTICLE 20 **ANNUAL VACATION**

20.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December of the same calendar year.
- (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

20.02 Vacation Entitlement

- (a) All full time employees employed in the HCA, RTA, PTA classification, during each year of continuous service in the employ of the Employer, shall earn entitlement to a vacation with pay, which can be taken following completion of the probationary period. The rate of earning entitlement shall be as follows:
 - (i) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;
 - (ii) during the fifth (5th) to twentieth (20th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days;and

(iii) during the twenty-first (21st) and subsequent years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days.

(b) All full time employees employed in the LPN classification, during each year of continuous service in the employ of the Employer, shall earn entitlement to a vacation with pay, which can be taken following completion of the probationary period. The rate of earning entitlement shall be as follows:

(i) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;

(ii) during the fifth (5th) to ninth (9th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days;

(ii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation at the rate of twenty five (25) working days; and

(iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.

(c) Employees with less than a year of service

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

(d) Vacation Earning

The Employer shall provide each Employee with a bi-weekly report of their vacation accrual in hours.

20.03

(a) Notwithstanding Article 20.02, vacation with pay shall not accrue during periods while:

(i) on layoff; and

(ii) in receipt of compensation from the Workers' Compensation Board; and

(iii) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

20.04

Time of Vacation

(a) As far as possible, Regular Full-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year.

- (b) Where an Employee submits her vacation preferences twice per year by March 15th and September 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th and October 30th of the same year.
- (c) The Employer shall advise the Employee within twenty-one (21) days of the vacation request outside (a) and (b) above confirming approval or disapproval.
- (d) A Regular Employee shall have the right to utilize vacation credits provided that the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (e) Regular Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Regular Employees may carry forward one (1) week of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the one week) before the end of each year - December 31st.
- (f) Any unused vacation credits beyond one (1) week will be scheduled by mutual agreement.
- (g) An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager. A request to carry forward unused vacation credits shall not be unreasonably denied.

20.05 The Employer and Employee may mutually agree to cancel and reschedule approved vacation.

ARTICLE 21
EMPLOYEE BENEFITS PLAN

21.01 LPN Classification

For employees employed in the LPN classification, the Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or be implemented.

21.02 The Employer will establish and provide the following benefit plans:

- (a) Desjardins Supplementary Benefits Plan, or equivalent, which provides eighty percent (80%) payment provision for all physician or dentist prescribed medication and Paramedical coverage to a maximum of three hundred dollars (\$300) per practitioner per benefit year.
- (b) A benefits plan inclusive of:

- (i) Group Life Insurance, insuring to the amount of three times (3X) annual salary with a minimum of one hundred thousand (\$100,000) dollars.
- (iii) Accidental Death and Dismemberment (Basic).
- (iii) Desjardins Dental Plan, or equivalent, which provides 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, in accordance with the current Dental Fee Guide or equivalent. A maximum annual reimbursement of twenty-five hundred dollars (\$2500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2500) per insured person.
- (iv) Long Term Disability (LTD) providing; 66.67% of the first \$2,500 and 50% of the balance, up to maximum of \$12,000 up to age 65.
- (v) Vision Care (\$450/ every two (2) years).

21.03

Enrolment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen point five (15.5) hours per week averaged over one (1) complete cycle of
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen point five (15.5) hours per week averaged over one (1) complete cycle of the shift schedule shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

21.04

The premium costs shall be paid seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.

21.05

The Employer shall make available to eligible Employees brochures outlining the above plans.

21.06

The Employer will provide one (1) copy of each of the plans to the Union.

21.07

The Employer shall notify the Union of any changes to the health benefit plans.

21.08

The Employer shall advise the Union of all premium rate changes.

21.09

The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.

21.10

HCA, RTA, PTA Classifications

For employees employed in the HCA, RTA, PTA classifications, the Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to the

enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or be implemented.

21.11 The Employer will establish and provide the following benefit plans:

- (a) Desjardins Supplementary Benefits Plan, or equivalent, which provides eighty percent (80%) payment provision for all physician or dentist prescribed medication and Paramedical coverage to a maximum of three hundred dollars (\$300) per practitioner per benefit year.
- (b) A benefits plan inclusive of:
 - (i) Group Life Insurance, insuring to the amount of three times (3X) annual salary with a minimum of one hundred thousand (\$100,000) dollars.
 - (ii) Accidental Death and Dismemberment (Basic).
 - (iii) Desjardins Dental Plan, or equivalent, which provides 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, in accordance with the current Dental Fee Guide or equivalent. A maximum annual reimbursement of fifteen hundred dollars (\$1500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1500) per insured person.
 - (iv) Vision Care (\$200/ every two (2) years).

21.12 Enrolment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed twenty (20) hours per week averaged over one (1) complete cycle of shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

21.13 The premium costs shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

21.14 The Employer shall make available to eligible Employees brochures outlining the above plans.

21.15 The Employer will provide one (1) copy of each of the plans to the Union.

21.16 The Employer shall notify the Union of any changes to the health benefit plans.

21.17 The Employer shall advise the Union of all premium rate changes.

21.18 The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.

ARTICLE 22

SICK LEAVE

22.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

22.02 (a) For employees employed in the HCA, RTA, PTA classifications, and after an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one and one quarter (1.25) days per month to a maximum credit of eighty (80) days. Provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period.

(b) For employees employed in the LPN classification, and after an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) days per month to a maximum credit of one hundred and twenty (120) days. Provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period.

(c) In the case of:

(i) illness;

(ii) injury;

(iii) layoff;

(iv) leave of absence;

(v) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.

22.03 (a) Employees reporting sick shall advise the Employer as soon as possible but at a minimum of two (2) hours prior to the start of their day or evening shift and (4) hours prior to the start of their night shift. An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.

- (b) Based on operational requirements, the Employer shall make every reasonable effort to replace Employees who are off work due to illness.
- (c) No Employee shall be responsible for replacing themselves when off work due to illness.
- (d) The right to sick pay shall cease upon notification of resignation or termination.

22.04 Subject to Clause 22.01, 22.02 and 22.03 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.

22.05 Employees shall be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in excess of three (3) consecutive days. Payment of sick leave benefit shall not be effected until required substantiation has been supplied. The Employer may require a doctor's certificate for one (1) or more days absence but such requirement shall not be unreasonably imposed.

22.06 When an Employee has accrued the maximum sick leave credits they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.

22.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical, specialist or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave.

Employees may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

The Employee shall be reimbursed for the full fee charged and all costs for the provision of satisfactory proof of such appointments.

22.08 Upon request of an Employee, but not more frequently than twice a year, the Employer shall advise an Employee of their accrued sick leave credits. The Employee shall give the Employer not less than three (3) days' notice (excluding weekends and holidays).

22.09 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and

- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.

22.10 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Clause 24.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work.

- (a) If the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability.
- (b) If the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

22.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11 - Appointments, Transfers and Promotion, Article 12 - Hours of Work and Article 25 - Part-time Employees.

ARTICLE 23

WORKERS' COMPENSATION

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

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

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
- (b) cease to earn Vacation and Sick Leave credits; and
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

23.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return shall, subject to the employer's duty to accommodate, return to work as soon as practicable.

23.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of: Article 11 - Appointments, Transfers and Promotions, Article 12 - Hours of Work and Article 25 - Part-time Employee.

23.05 At the expiration of twelve (12) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

- (a) an Employee who is not capable of resuming work pursuant to Article 23.03; or
- (b) for whom, after a reasonable effort having been made pursuant to Article 23.03, alternate employment is not available,

it shall be deemed that the employment relationship has terminated.

23.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

ARTICLE 24

LEAVE OF ABSENCE

24.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstance the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to operational requirements and the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) For the purposes of this Article, Leaves of Absence shall not be granted, nor continued, for the purpose of working for another Employer except for instances of volunteer work.

- (c) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in the Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the Payroll Department for the full amount of the premiums. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her employment with the Employer; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up all accumulated leave entitlements prior to commencing the unpaid portion of her leave of absence.
- (g) When an Employee is on leave of absence without pay and is receiving WCB benefits, she may continue participation in the Desjardins Supplementary Benefits Plan for the period of her employment pursuant to Sick Leave or Workers Compensation articles whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.
- (h) All Employees returning early from a leave of absence in excess of thirty (30) days shall provide a minimum of fourteen (14) days written notice.

24.02

Maternity Leave

- (a) An Employee who has completed six (6) months' continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days' advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave.

Maternity Leave shall not exceed (15) fifteen weeks unless mutually agreed otherwise between the Employer and the Employee.

- (b) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

24.03

Parental Leave

- (a) A parent who has completed six (6) months continuous employment shall upon her written request be granted an unpaid leave for up to thirty-seven (37) weeks without pay within the fifty-two (52) weeks of the child's birth.
- (b) An Employee on maternity leave or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice, in writing of their readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (c) In the event that during the period of an Employee's Parental Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's Parental Leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the layoff and recall provisions.
- (d) Parental leave described above may be taken wholly by one of the parents or shared by both parents.
- (e) If two (2) Employees are parents to the same child. The Employer is not required to grant parental leave to more than one (1) Employee at a time.

24.04

Adoption Leave

- (a) An Employee who had completed six (6) months continuous employment shall upon written request, giving twenty-eight (28) calendar day's notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to thirty-seven (37) weeks, within the fifty-two (52) weeks of the child's placement with the adoptive parent for the purpose of adoption.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) (i) Subject to section (ii) an Employee granted adoption leave shall provide the employer with twenty-eight (28) days' notice, in writing of her readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's Adoption Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of the undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the workforce shall be in compliance with Article 28.04.
- (d) Adoption leave described above may be taken wholly by one (1) of the parents or shared by both parents.
- (e) If two (2) Employees are parents to the same child, the Employer is not required to grant adoption leave to more than one (1) Employee at a time.

24.05

Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first three (3) working days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.
- (c) If required, the Employer shall be responsible for replacement of Employee, while Employee is off for Bereavement Leave.

24.06

Wellness Leave

Full-time Employee who is employed in the LPN classification on July 1st in any year would be eligible to one (1) Wellness Day with pay to be taken within the next twelve (12) months.

ARTICLE 25
REGULAR PART-TIME EMPLOYEES

25.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:

Article 12 - Hours of Work

Article 13 – Overtime

Article 21 – Annual Vacation

Article 23 – Sick Leave

which are superseded by the following:

25.02 Hours of Work

- (a) Regular hours of work for employees in the HCA, RTA, PTA classifications, exclusive of meal periods, shall be up to seven point five (7.5) consecutive hours in any day and shall be less than thirty-seven point five (37.5) hours per week, averaged over one cycle of the shift schedule.
- (b) Regular hours of work for employees in the LPN classifications, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one cycle of the shift schedule.

25.03 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
 - (i) two (2) paid rest periods of fifteen (15) minutes during each full working shift; or
 - (ii) one (1) paid rest period of thirty (30) minutes during each full working shift, if this is more compatible with the scheduling of work assignments, and;
 - (iii) the alternative to be applied shall be at the discretion of the Employer; or
- (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;

- 25.04 If an Employee is required to be readily available or recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
- (a) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
 - (b) for a meal period for which the Employee is entitled to be paid in accordance with Clause 25.03, at two times (2X) their basic rate of pay rather than at straight time.
- 25.05 Shift schedules shall be posted three (3) weeks in advance or such shorter period as is mutually agreed between the Employer and a representative of the Union.
- The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 25.06 Shift schedules/rotations shall provide for:
- (a) at least fifteen point five (15.5) hours off duty between shifts; and
 - (b) a minimum of one (1) weekend off in a three (3) week period; and
 - (c) the Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 11 Appointments, Transfers and Promotions. A weekend only schedule / rotation shall mean a Saturday and the following Sunday. All provisions of the collective agreement shall apply except for Clause 25.06 (c).
- "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.
- 25.07
- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day, the seven (7) days of the week and will be expected to work the shifts and locations they are assigned throughout the bargaining unit.
 - (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty- three hundred (2300) hours and zero seven hundred (0700) hours.
- 25.08
- (a) Employees may exchange shifts among themselves, to a maximum of five (5) shift per calendar month, 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.
 - (iii) Such exchange shall not result in the payment of overtime.

- (b) Such exchanges shall be recorded on the shift schedule.
- (c) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

25.09 A Regular Part-time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

- 25.10
- (a) A Part-time Employee may work additional shifts.
 - (b) Where a Part-time Employee accepts additional shifts, they shall be paid at their basic rate for such hours, or if applicable, the overtime rate(s) provided in Clause 25.13:
 - (i) for those hours worked in excess of normal daily hours in a day; or
 - (ii) for work performed by the Employee on days in excess of the hours of work referred to in Article 25.02.

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

25.12 Flexible Hours of Work

- (a) Recreation Activity and Physio Therapy Employees may work flexible hours and receive time off in lieu of flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off.
- (b) The Employee shall be paid for the time taken off in place of flexible hours at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

25.13 Overtime

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of normal full-time hours per day, or in excess of eighty eight (88) hours per bi-weekly pay period or on the scheduled days of rest for Part-Time Employees. The Employer shall provide on each ward or unit overtime forms, which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (b) No Employee may waive their entitlement to overtime.

- (c) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

25.14 Annual Vacation

Definition:

"Vacation" means annual vacation with pay.

- 25.15 (a) Regular Part-time Employees employed in the HCA, RTA, PTA classifications, shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked} \\ \text{at the rate specified} \end{array} \quad \times \quad \begin{array}{l} \text{the applicable \%} \\ \text{Outlined below} \end{array} \quad = \quad \begin{array}{l} \text{number of hours} \\ \text{of paid vacation} \\ \text{time to be taken.} \end{array}$$

- (i) up to one year six percent (6%) of earnings as per Article 20.02(c)
 - (ii) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of six percent (6%) ;
 - (iii) during the fifth (5th) to twentieth (20th) years of employment, an Employee earns a vacation at the rate of eight percent (8%); and
 - (iv) during the twenty-first (21st) and subsequent years of employment, an Employee earns a vacation at the rate of ten percent (10%).
- (b) Regular Part-time Employees employed in the LPN classifications, shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked} \\ \text{at the rate specified} \end{array} \quad \times \quad \begin{array}{l} \text{the applicable \%} \\ \text{Outlined below} \end{array} \quad = \quad \begin{array}{l} \text{number of hours} \\ \text{of paid vacation} \\ \text{time to be taken.} \end{array}$$

- (i) up to one year six percent (6%) of earnings as per Article 20.02(c)
 - (ii) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of six percent (6%) ;
 - (iii) during the fifth (5th) to ninth (9th) years of employment, an Employee earns a vacation at the rate of eight percent (8%); and
 - (iv) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation at the rate of eight percent (10%); and
 - (v) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of ten percent (12%).
- (c) The Employer shall provide on the payroll statement a bi-weekly report of their vacation accrual in hours.

- (d) Vacation accrued can be taken upon completion of the probationary period.
- 25.16
- (a) Time of Vacation
 - (i) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year.
 - (ii) Where an Employee submits her vacation preference twice per year by March 15th and September 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th and October 30th of the same year.
 - (iii) The Employer shall advise the Employee within twenty-one (21) days of the vacation request outside Clause 25.16(a)(i) confirming approval or disapproval.
 - (iv) A Regular Part-time Employee shall have the right to utilize vacation credits provided that the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
 - (v) Regular Part-time Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Regular Part-time Employee may carry forward one (1) week of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the one week) before the end of each year - December 31st.
 - (vi) Any unused vacation credits beyond one (1) week will be scheduled by mutual agreement.
 - (vii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
 - (viii) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
 - (ix) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
 - (x) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.

- (b) The Employer upon termination of an Employee shall provide the Employee with a written statement of her vacation entitlement.

25.17 Sick Leave

- (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under The Workers Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy may be considered sick leave.

25.18 (a) On completion of the stipulated probationary period a Regular Part-time Employee, employed in the HCA, RTA, PTA classifications, will receive a credit for sick leave computed from the date her continuous service commenced at the rate one and one quarter (1.25) days per month to a maximum credit of eighty (80) days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee.

(b) On completion of the stipulated probationary period a Regular Part-time Employee, employed in the LPN classification, will receive a credit for sick leave computed from the date her continuous service commenced at the rate one point five (1.5) days per month to a maximum credit of one hundred and twenty (120) days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee.

- (c) In the case of:
 - (i) illness;
 - (ii) injury;
 - (iii) layoff;
 - (iv) leave of absence;
 - (v) periods while in receipt of compensation from the Workers Compensation Board,

sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.

25.19 (a) Part-time Employees reporting sick shall advise the Employer as soon as possible but at a minimum of two (2) hours prior to the start of their day or evening shift and four (4) hours prior to the start of their night shift. An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.

- (b) Based on operational requirements, the Employer shall make every reasonable effort to replace Employees who are off work due to illness.
- (c) No Employee shall be responsible for replacing themselves when off work due to illness.

25.20 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

25.21 Employees shall be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in excess of three (3) days. Payment of sick leave benefits shall not be affected until required substantiation has been supplied. The Employer may require a doctor's certificate for one (1) or more days' absence, but such requirement shall not be unreasonably imposed.

25.22 (a) When a Part-time Employee has accrued the maximum sick leave credits, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.

(b) An Employee who has accrued sick leave credits under the terms of this Collective Agreement and who then has a decrease in their regular scheduled hours such that their new maximum sick leave entitlement is less than the amount the Employee has accrued shall have the excess put in abeyance until such time as the Employee's regular scheduled hours increase.

25.23 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical, specialist or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave.

Employees may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

The Employee shall be reimbursed for the full fee charged and all costs for the provision of satisfactory proof of such appointments.

25.24 Upon request of an Employee but not more frequently than twice a year, the Employer shall advise an Employee of her accrued sick leave credits. The Employee shall give the Employer not less than one (1) days' notice (excluding weekends and holidays).

25.25 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;

- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.

25.26 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Clause 24.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and:

- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to them prior to their disability;
- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twelve (12) months from the last day of paid sick leave, an Employee
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

25.26 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11 - Appointments, Transfers and Promotion, Article 12 - Hours of Work, and Article 26 - Temporary Employees.

ARTICLE 26
TEMPORARY EMPLOYEES

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

- (a) Employee Benefits Plan, prior to the completion of six (6) months of continuous service;
- (b) Layoff and Recall;

- 26.02 (a) A Temporary Employee shall not have the right to grieve the termination of their employment if such termination occurs at the end of the period for which they were hired.
- (b) The Employer shall provide at least fourteen (14) calendar days written notice of termination of any temporary position.
- (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to the Layoff and Recall articles, of this Collective Agreement when no longer required in that capacity.

ARTICLE 27
CASUAL EMPLOYEE

27.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

- 27.02 (a) No Casual Employee shall be scheduled except with their consent.
- (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day, the seven (7) days of the week and will be expected to work the shifts and locations they are assigned throughout the bargaining unit.
- (c) The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-three hundred (23:00) and zero seven hundred (07:00) hours.

27.03 Overtime
Casual Employees shall be covered by the entitlements found in Article 13 – Overtime.

- 27.04 (a) The basic rate of pay for Casual Employees shall be as outlined in the Salary Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the completion of regular hours of work indicated in the salary schedule to the maximum increment granted for Full-Time Employees.
- (c) There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- (d) Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

27.05 Shift Differential

Casual Employees shall be covered by the entitlements found in - Article 16 Shift Differential.

27.06 Weekend Premiums

Casual Employees shall be covered by the entitlements found in Article 17 - Weekend Premiums..

27.08 Annual Vacations

Casual Employees shall be entitled to, in addition to their basic rate of pay, vacation pay in accordance with their classification as per article 20.02, six percent (6%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty-five (25) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of thirty (30) working days.

27.09 Dues Deduction

Casual Employees shall be subject to dues deductions as provided in the Union Membership and Dues Deductions article.

27.10 Grievance Procedure

Casual Employees shall be covered by the Grievance and Arbitration procedure provision of this Collective Agreement.

27.11 Appointments, Transfers and Promotions

Subject to the criteria established in Article 11 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

27.12 Casual Employees who transfer to Regular Full-time or Part-time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement.

27.13 Temporary Assignments

When a Casual Employee is assigned by their Employer to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, they shall be paid the basic rate of pay for the classification

in which the Employee is relieving, providing they are 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.

27.14 Probationary Period

Casual Employees shall be covered by the provisions in Article 8 - Probationary Period.

27.15 Discipline and Dismissal

Casual Employees shall be covered by the provisions in Article 29 - Discipline and Dismissal article.

27.16 Casual employees who do not pick up shifts for a period of 1 month will be terminated.

ARTICLE 28
LAYOFF AND RECALL

28.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Centre; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

28.02 (a) 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. The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB benefits.

(b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or wholly or partly discontinue an undertaking, activity or service, or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify the Employee not less than fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

(c) Where the layoff results from an act of God, fire or flood, the not less than fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

- (d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
- (f) The Employee, through consultation with the Employer, shall indicate a preference of positions by selecting a position in the same classification and FTE or less, which is vacant first, then by selecting to displace the Employee with the least seniority in the same classification and FTE or less. Following consultation with the Employee, the Employer may place her in a position within the same classification and FTE.

28.03 Employees who refuse an offer by the Employer of alternate work shall be provided with not less than fourteen (14) calendar days' notice specifying the date on which she will be laid off.

28.04 No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification, who possess the requisites skills, training, knowledge and ability for the available job, who are on layoff.

28.05 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

28.06 Employees affected by temporary layoff may elect to maintain coverage under the contributory plans specified in Article 24: Health Benefits. On the following basis, provided they pay the employer and employee share of the premiums:

- (a) for up to twelve (12) months from the end of the month in which the layoff occurred with respect to Desjardins Supplementary Benefits Plan and Desjardins Dental Plan, and
- (b) up to six (6) months from the end of the month in which the layoff occurred with respect to Group Life Insurance and Accidental Death and Dismemberment, subject to underwriting approval, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and her recall status shall not be adversely affected.

28.07 Prior to posting vacancies in accordance with Article 11 – Appointments, Transfers and Promotions, employees on recall shall be recalled in order of their seniority and FTE to an available position in the same classification and FTE held prior to

layoff. Upon acceptance of position through the recall procedure, the employee will have their name removed from the recall list and will no longer have any rights of recall.

- 28.08 The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. In any event an Employee must report to work as recalled in no less than ten (10) work days from the date of recall.
- 28.09 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 28.10 When an Employee is on approved leave of absence, or Worker's Compensation Benefits, the consultation meeting shall occur and notice of layoff, if applicable, shall be served at the time of layoff. If the employee is successful in securing a position through the layoff process they will remain on the aforementioned approved leave of absence, or Worker's Compensation Benefits and the employer will back fill their position on a temporary basis until the employee on approved leave of absence, or Worker's Compensation Benefits returns to work.
- 28.11 Employees who have been reduced in regular hours of work through the application of this Article shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employees previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.

ARTICLE 29
DISCIPLINE AND DISMISSAL

- 29.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 29.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file.
- 29.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.

- 29.04 The Employee shall be informed by the Employer they are being investigated with respect to an incident that may result in discipline and they have the right to have a Union representative present if they so choose.
- 29.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 29.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 29.07 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 29.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 29.09 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twelve (12) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 29.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 30
HEALTH AND SAFETY

- 30.01 The Health and Safety Committee shall be composed of equal representatives of the Employer and representatives of the Employees. This committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this committee. An Employee shall be paid their basic rate of pay for attendance at these committee meetings.
- When possible, each department shall have a representative attend a meeting at least once every three (3) months. If during the employees scheduled shift the Employer shall arrange coverage for the duration of the meeting.
- 30.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard.

The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.

- 30.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises including working alone and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made the Union representative may direct that the item be referred to the Senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 30.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 30.05 The Employer shall ensure that a reasonable amount of adequate supplies of protective apparel and equipment (i.e. gloves, gowns, masks, protective eyewear, digital equipment, etc.) are provided to ensure the safety of Employees.

ARTICLE 31

COPIES OF THE COLLECTIVE AGREEMENT

- 31.01 Within ninety (90) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 31.03 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters, conditional upon agreement of the cost of printing.
- 31.04 The final version of the Collective Agreement shall be in electronic form; both the Employer and the Union shall be provided with a copy via email.

ARTICLE 32

GRIEVANCE PROCEDURE

- 32.01 Grievance Procedure
- The problem resolution process is a grievance and arbitration process that is designed to provide a formal mechanism for the resolution of disagreements that arise between the Employer, Employees and the AUPE. This mechanism is intended to maintain and improve working relationships between the Parties.

The Parties agree that every effort shall be made by the parties to resolve problems in the workplace through discussion and dialogue at the Centre between the Employer, the Employee and the Union when required prior to initiating a grievance. The Parties agree that complete and full explanation of issues relevant facts and information shall occur during the initial discussions and dialogue at the Centre.

The process is designed to allow for a timely and thorough investigation and resolution of grievances.

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 Clause 32.05 except in cases of suspension or dismissal which will commence at Step 2. A dispute arising out of the same issue or event affecting more than one employee shall not be filed as multiple individual grievances but shall be filed as a single group grievance.
- (b) A group grievance is a dispute arising out of an issue or event affecting two (2) or more Employees. A group grievance shall be submitted as a single grievance and may be initiated at Step 2 and processed in the same manner as outlined in Clause 32.05. 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. When an individual or group grievance has been filed, a policy grievance, arising out of the same issue or event that is the subject of the aforementioned individual or group grievance, shall not be filed. Such grievance shall be initiated, in writing, within ten (10) 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 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

32.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of their functions

while investigating disputes and presenting adjustment as provided in this Article. However, no representative shall leave their work without obtaining consent from their Supervisor, consent shall not be unreasonably withheld. The Union representative shall not suffer any loss of pay for time spent in the performance of their duties involving discussion and dialogue prior to filing a grievance, provided that the Union representative does not leave the Employer's premises.

- (c) The Employer will provide the Union on an annual basis, a written list of the names and mailing addresses of the-Director of Care, Site General Manager, Chief Operating Officer, Manager of Labour Relations and the site Human Resources contact. Grievances are to be electronically submitted to the site Human Resources contact and the Manager of Labour Relations. The name of the managerial person hearing and responding to the grievance with be shared with the Union at the time the hearing is scheduled.

32.03 Time Limits

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 20: Named Holidays, of this Collective Agreement.

32.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step following expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

32.05 The Grievance Procedure

- (a) Step 1 (Immediate Supervisor)

An Employee who has a grievance shall, within ten (10) days of the date they becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

- (b) Step 2 (Centre General Manager, or Director of Care)

- (i) Where an Employee is not satisfied with the response at step 1, from their immediate supervisor, they may submit in writing an individual grievance, at step 2 to the Director of Care or designate within ten (10) days of discussing the grievance with their immediate supervisor in Step 1;
- (ii) If the grievance is a group grievance, it shall be submitted in writing at step 2 to the Director of Care or designate within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance.

The grievance shall be submitted, in writing, stating the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The Centre General Manager or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The grievance will be responded to, in writing, by the Centre General Manager or designate within ten (10) days of the grievance hearing at step 2.

If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) Step 3 (Vice President Human Resources)
- (d) Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Vice President Human Resources or designate.
- (e) The Vice President Human Resources or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Director of Human Resources or designate shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either party may decide to proceed to Regular Arbitration, Expedited Arbitration or by mutual agreement to Mediation.
- (f) The Grievance procedure from Step 1 to Step 3 shall not exceed sixty (60) days. In the event the Employer fails to process the grievance procedure within the 60-day period, the grievance is automatically referred to arbitration for settlement and resolution. An extension to the sixty (60) day timeline can be requested by either Party, and will not be unreasonably withheld.

32.06

Alternative Dispute Resolution Mechanisms

- (a) Third Party Mediation

If the grievance proceeds to Mediation, one jointly selected mediator shall meet with the Parties within five (5) days of the request.

All materials and information relating to the dispute and known to the parties at the time of mediation, shall be disclosed during the proceedings. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

- (i) The fees and expenses of the mediator shall be shared equally to the parties to the dispute.
- (ii) If the grievance is not settled at this stage, either party may decide to proceed to Arbitration.

32.07

Regular Arbitration

- (a)
 - (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
 - (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Clause 32.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator, or
 - (iii) At the request of either Party, a three-person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 32.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and 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.
- (c) In the case of an Arbitration Board or single arbitrator, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) 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.
- (e) Each of the Parties to this Collective Agreement shall pay the expenses of its appointee to an Arbitration Board. The fees and expenses of the

Chairman or single arbitrator shall be shared equally by the two (2) Parties to the dispute.

- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 33
CASUAL SHIFTS

- 33.01 When a layoff has not occurred, casual shifts shall be offered in order of seniority to Part-time Employees, subject to their availability, and in order of date of hire to casual Employees in an equitable manner.

ARTICLE 34
RETIREMENT SAVINGS PLAN

- 34.01 The Employer shall establish a Registered Retirement Savings Plan (RRSP) in which there shall be voluntary participation by regular Employees.
- 34.02 Regular Employees who work an average of more than fourteen (14) hours bi-weekly in a cycle of the shift schedule are eligible to participate in the RRSP.
- 34.03 New regular Full-Time Employees must complete six months of employment before participating in the RRSP. New regular Part-time Employees must complete one thousand and seven point five (1007.5) hours of work before participating in the RRSP.
- 34.04 Once an Employee has completed the necessary hours for participation in the RRSP, they may start the plan by providing written notice of their intent to participate.
- 34.05 Employees must contribute a minimum of twenty- five dollars (\$25.00) per pay period and may contribute an unlimited amount of their earnings to the RRSP.
- 34.06 Effective July 1, 2023 eligible employees can contribute up to four percent (4%) of their regular earnings which shall be matched by the Employer. RRSP contributions will be made through payroll deduction.

Participation is voluntary for those Regular Full-time and Regular Part-time Employees.

ARTICLE 35
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 35.01 (a) The Employee-Management Advisory Committee (EMAC) shall be maintained. The Union shall provide the names of up to three (3) elected Employees representatives and the Employer shall be represented by the General Manager or Department Head Manager and up to two (2) additional representatives.

(b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to mutual interest and other matters related to employment, not covered within the Collective Agreement.

- 35.02 The Employer and Union shall designate joint chairpersons and they shall alternate in presiding over meetings.
- 35.03 Concern of the Employees relevant to 35.01(b) shall be submitted to the appropriate joint chairperson for inclusion on the agenda of the next EMAC meeting.
- 35.04 The Committee shall meet at the call of either chairperson or at a minimum of once every three (3) months. Members of the Committee shall normally receive a notice and agenda for the meeting at least seven (7) days in advance of the meeting.
- 35.05 Meetings shall be conducted in accordance with the terms of reference mutually agreed to by the parties.
- 35.06 Either Party shall be able to bring in subject matter experts or additional resources to assist in discussions regarding agenda items, this includes the attendance of an AUPE staff member.
- 35.07 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.
- 35.08 An Employee shall be paid the Employee's Basic Rate of Pay for attendance at these Committee meetings.

**Salary Schedule
2016-2019**

HEALTH CARE AIDES (HCA)/
RECREATION AIDES (RA) including VOLUNTEER COORDINATOR

HCA/RA									
Date	Start	520 hrs	2,535 hrs	4,550 hrs	6,565 hrs	8,580 hrs	10,595 hrs	12,610 hrs	
Effective	17.51	17.77	18.11	18.62	19.13	19.64	20.15	20.48	
January 27, 2017	18.74	19.01	19.38	19.92	20.47	21.01	21.56	22.29	
January 27, 2018	19.11	19.39	19.77	20.32	20.88	21.44	21.99	22.74	
January 27, 2019	19.40	19.69	20.06	20.63	21.19	21.76	22.32	23.08	
Date of Ratification implement this grid	20.06	20.61	21.68	22.41	23.06	23.82	24.34	25.82	
January 27, 2023 a 1.75% to the grid									

LPN									
Date	Start	2,015	4,030	6,045	8,060	10,075	12,090	14,105	
Current	25.17	26.14	27.04	28.10	29.16	30.02	31.09	32.32	
January 27, 2017	26.18	27.19	28.12	29.22	30.33	31.22	32.80	34.10	
January 27, 2018	26.70	27.73	28.68	29.81	30.93	31.85	33.46	34.78	
January 27, 2019	27.10	28.15	29.11	30.26	31.40	32.32	33.96	35.30	

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF WALDEN HEIGHTS
SENIORS COMMUNITY INC.

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

CHIEF EXECUTIVE OFFICER

PRESIDENT

WITNESS

WITNESS

DATE

DATE

LETTER OF UNDERSTANDING #1

BETWEEN

WALDEN HEIGHTS SENIORS COMMUNITY INC.

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Mutual Agreement to Adjust FTEs

The Employer acknowledges the desire of some Part-time Employees to increase their regular hours of work. Accordingly, in those situations when regular part time hours become available which could be offered to existing Part-time Employees as regular hours the following shall apply.

- (i) Employees may request in writing to increase the Employee's regular hours. The Employer shall advise the Union of such request.
 - (ii) Employers may offer to increase an Employee's regular hours. The Employer shall advise the Union of such offers.
 - (iii) Skill, training, knowledge, ability and Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
 - (iv) Amendments to FTEs will be limited to the work area from which the original request was received.
 - (v) Such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
1. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11, or the provisions of Article 32.
 2. This agreement is effective the date of signing. Either party may terminate this letter of understanding upon thirty (30) days written notice to the other party.
 3. Any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

ON BEHALF OF WALDEN HEIGHTS
SENIORS COMMUNITY INC.

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

DATE

DATE

Walden Salary Grid: HCA, RTA, PTA
January 27, 2020 – January 26, 2024

Date	Start	520 Hours	2535 Hours	4550 Hours	6565 Hours	8580 Hours	10,595 Hours	12,610 Hours	14,625 Hours
Current	\$19.40	\$19.69	\$20.06	\$20.63	\$21.19	\$21.76	\$22.32	\$23.08	\$23.65
January 27, 2020 (2%)*	\$19.79	\$20.08	\$20.46	\$21.04	\$21.61	\$22.20	\$22.77	\$23.54	\$24.12
January 27, 2021 (1%)**	\$19.99	\$20.28	\$20.66	\$21.25	\$21.83	\$22.42	\$23.00	\$23.78	\$24.36
January 27, 2022 (1%)**	\$20.19	\$20.48	\$20.87	\$21.46	\$22.05	\$22.64	\$23.23	\$24.02	\$24.60
January 27, 2023 (1.5%)	\$20.49	\$20.79	\$21.18	\$21.78	\$22.38	\$22.98	\$23.58	\$24.38	\$24.97

*No retroactivity

** Lump sum (1% of all hours worked)

***New rates will be effective the first pay period following ratification with retroactivity for all hours worked

Walden Salary Grid: LPN
January 27, 2020 – January 26, 2024

Date	Start	2015 Hours	4030 Hours	6045 Hours	8060 Hours	10,075 Hours	12,090 Hours	14,105 Hours
Current	\$27.10	\$28.15	\$29.11	\$30.26	\$31.40	\$32.32	\$33.96	\$35.30
January 27, 2020 (0%)**	\$27.10	\$28.15	\$29.11	\$30.26	\$31.40	\$32.32	\$33.96	\$35.30
January 27, 2021 (0%)**	\$27.10	\$28.15	\$29.11	\$30.26	\$31.40	\$32.32	\$33.96	\$35.30
January 27, 2022 (1%)**	\$27.37	\$28.43	\$29.40	\$30.56	\$31.71	\$32.64	\$34.30	\$35.65
January 27, 2023 (1.5%)	\$27.78	\$28.86	\$29.84	\$31.02	\$32.19	\$33.13	\$34.81	\$36.18

**Lump sum (1% of all hours worked)

***New rates will be effective the first pay period following ratification with retroactivity for all hours worked