



**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE GOOD SAMARITAN SOCIETY**  
**(A Lutheran Social Service Organization)**  
**AND**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Covering AUPE certified/recognized employees at the:**

Southgate Care Centre (Edmonton)  
Stony Plain Care Centre and Cottages (Stony Plain)  
Dr. Gerald Zetter Care Centre (Edmonton)  
George Hennig Place (Stony Plain)  
Wedman House and Wedman Village Homes (Edmonton)  
Spruce Grove Centre (Spruce Grove)  
Millwoods Centre (Edmonton)  
Mountainview Centre (Hinton)  
Clearwater Centre (Rocky Mountain House)  
Pembina Village (Evansburg)  
West Highland Centre (Lethbridge)  
Park Meadows (Lethbridge)  
CHOICE Program (Edmonton)  
Good Shepherd Home (Wetaskiwin)

**And covering AUPE voluntarily recognized employees at the:**

Garden Vista Care Centre (Magrath)  
Prairie Ridge (Raymond)  
Lee Crest (Cardston)

Linden View (Taber)

EXPIRING June 30, 2017, ~~2017~~, 2024

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NUMERICAL INDEX

<u>Article No.</u>		<u>Page No.</u>
	Preamble.....	
1	Term of Agreement.....	
2	Application.....	
3	Pension.....	
4	Definitions.....	
5	Union Recognition.....	
6	Union Membership, Security and Check-Off.....	
7	Management Rights.....	
8	Respect in the Workplace.....	
9	Union Stewards.....	
10	Layoff/Recall Procedure.....	
11	In-Service Program/Disaster Plan Exercise.....	
12	Occupational Health and Safety.....	
13	Hours of Work.....	
14	Overtime.....	
15	Salaries.....	
16	Retroactivity.....	
17	Handling Cash and Paydays.....	
18	Shift Differential/Weekend Differential.....	
19	Probation.....	
20	Transportation Allowance.....	
21	Uniforms.....	
22	Job Classification.....	
23	Appointments, Promotions, Transfers and Vacancies.....	
24	Leave of Absence.....	
25	Annual Vacation.....	
26	Named Holidays.....	
27	Health Benefits.....	
28	Workers' Compensation.....	
29	Sick Leave.....	
30	Bulletin Boards.....	
31	Discipline and Dismissal.....	
32	Grievance Procedure.....	
33	Seniority.....	
34	Joint Union-Employer Committees.....	
35	Performance Appraisals.....	
36	Resignation.....	
37	Committee Participation.....	
38	Modified Hours of Work.....	
39	Technological Change.....	
40	Premiums.....	
41	Professional Fees.....	
42	Volunteers.....	
43	Call-Back.....	

DRAFT

NUMERICAL INDEX (continued)

<u>Article No.</u>	<u>Page No.</u>
Salary Grid - General Support Services .....	
Salary Grid - Auxiliary Nursing Care.....	
LOU #1 Student Summer Employment .....	
LOU #2 Communication in Advance of Organizational Change.....	
LOU #3 Job Sharing.....	
LOU #4 Severance .....	
LOU #5 Local Authorities Pension Plan .....	
LOU #6 Bargaining Unit Exclusions.....	
LOU #7 Legal Indemnification.....	
LOU #8 Employment Insurance Rebate Monies .....	
LOU #9 Retroactivity.....	
LOU #10 Article 38 – Modified Hours of Work (subject to Errors and Omissions) .....	
Appendix "A" – Registered Nurses.....	
Local Conditions.....	

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PREAMBLE

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

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of resident, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1

TERM OF AGREEMENT

- 1.01 This agreement, including Appendices thereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from date of ratification up to and including June 30, 2017 **2024** and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations. This in no way limits either party from submitting counter proposals during negotiations.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

The Chief Executive Officer  
The Good Samaritan Society  
8861 75<sup>th</sup> Street

Edmonton, Alberta T6C 4G8

and in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
Edmonton, AB T5P 4S7  
**10025 182 Street NW**  
**Edmonton, AB T5S 0P7**

1.04 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

ARTICLE 2

APPLICATION

2.01 The Collective Agreement shall apply to all Employees of the bargaining unit.

2.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the ~~Salary Grid~~ **Wage Schedule**, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.

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

2.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

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

2.06 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

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

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 Union or at the Union orientation. The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop.

### ARTICLE 3

#### PENSION

- 3.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.
- 3.02 The Pension Plan is voluntary for Employees in a 0.40 FTE to a 0.69 FTE position. The Pension Plan is mandatory for Employees in a 0.70 FTE or greater FTE position. For Employees subject to mandatory enrollment, failure to submit pension enrollment forms by the eligibility date will result in registration in an entry-level investment fund.
- 3.03 The Employee and Employer shall make matching bi-weekly contributions of four percent (4%) of the Employee's Basic Rate of Pay.
- 3.04 The implementation and operation of the Pension Plan, referred to above, shall at all times be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier.
- 3.05 The Employer shall make available copies of information brochures to all Employees participating in this plan and the Union.

### ARTICLE 4

#### DEFINITIONS

- 4.01 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article, or "Extended Hours of Work" provisions of this Collective Agreement;
  - (b) "Part-time Employee" is one who is regularly scheduled **to work** for less than the ~~F~~full-time hours of work specified in the "Hours of Work" Article or "Extended Hours of Work" provisions of this Collective Agreement;



- (c) "Casual Employee" is one who **works on a call-in basis and is not regularly scheduled to work, except when:**
- (i) is regularly scheduled for a period of three (3) months or less for a specific job: **appointed to a temporary position;** or
  - (ii) **scheduled to** relieve for absences the duration of which is three (3) months or less **in accordance with Clause 23.03;** ~~or~~
  - (iii) works on a call-in basis and is not regularly scheduled.

**4.02**

- (a) "Temporary Employee **Position**" is one who is hired on a temporary basis ~~for a full-time or part-time position:~~

- (i) **that has an anticipated start and end date; and**
- (ii) **is** for a specific job of more than three (3) months but less than six (6) **twelve (12)** months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
- (iii) to replace a Full-time or Part-time Employee who is on **leave of absence due to illness or injury or who is on** approved leave of absence for a period in excess of three (3) months; ~~or~~
- (iv) 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.

- (b) A Temporary Employee shall not have the right to grieve the termination of the temporary position. **The Employer ending a temporary position will not be deemed to be a violation of the Collective Agreement.**

- (c) The Employer shall provide **an Employee in a temporary position** at least seven (7) calendar days written notice of termination of ~~her the~~ temporary position.

- (d) A Full-time or Part-time Employee occupying a temporary position shall retain ~~her their~~ seniority, **will have entitlements in accordance with the position in which they are working** and shall **be returned to the Employee's regular position and former status when they are** not have the right to grieve placement pursuant to Article 23 when no longer required in ~~that~~ capacity **the temporary position.**

**4.03**

"Position" shall mean:

- (a) the Employee **employment** status **(Part-time, Full-time, Temporary)**

- (b) the classification
- (c) Full-time Equivalent (FTE)
- (d) regular hours of work

A Full-time equivalent is thirty-eight point seven five (38.75) hours of work per week averaged over the shift cycle.

**4.04** "Regularly scheduled hours" and "regular hours of work" shall mean the numerical hours of work that are set out in the shift schedule which fulfill the Full-time Equivalent specified for a given position.

**4.05** "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.

**4.06** "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.

**4.07** For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

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

**4.09** "Union" means The Alberta Union of Provincial Employees.

**4.10** "Employer" shall mean" The Good Samaritan Society (A Lutheran Social Service Organization)" and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the Site **Care Home/Program**.

**4.11** "Local" means Local 042 of The Alberta Union of Provincial Employees.

**4.12** "Chapter" means a component of the Union responsible for administration and negotiation of the Collective Agreement.

**4.13** "Member" means an Employee of The Good Samaritan Society who is included in this Collective Agreement and who is a member of one of the Locals.

**4.14** "Basic Rate of Pay" shall mean the incremental step in the ~~Salary Grid~~ **Wage Schedule** applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances, **differentials** and premium payments.

**4.15** "Regular earnings" shall mean the monies earned for the regular hours of work of an Employee paid at the Basic Rate of Pay.

**4.16** "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

**4.17** "Licensed Practical Nurse" means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the *Health Professions Act* R.S.A. 2000, c.H-7 as amended.

**4.18** "Registration" shall take meaning from the *Health Professions Act* R.S.A. 2000, c.H-7 as amended.

**4.19** "Site" "**Care Home/Program**" means Southgate Care Centre (Edmonton), Stony Plain Care Centre and Cottages (Stony Plain), Dr. Gerald Zetter Care Centre (Edmonton), George Hennig Place (Stony Plain), Wedman House and Wedman Village Homes (Edmonton), Spruce Grove Centre (Spruce Grove,) Millwoods Centre (Edmonton), ~~Mountainview Centre (Hinton),~~ Clearwater Centre (Rocky Mountain House), Pembina Village (Evansburg), West Highland Centre (Lethbridge), Park Meadows (Lethbridge), CHOICE Program (Edmonton), Garden Vista ~~Care Centre~~ (Magrath), Prairie Ridge (Raymond), Lee Crest (Cardston), Linden View (Taber), or Good Shepherd Home (Wetaskiwin) as applicable.

**4.20** "Site Manager/Administrator" shall mean the most senior out of scope manager at the Site **Care Home/Program**.

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

**4.22** "Shall" is interpreted to be mandatory rather than directory.

#### ARTICLE 5

##### UNION RECOGNITION

5.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.

5.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the Labour Relations Code.

5.03 Employees and volunteers 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

Employees or reduce the hours of work or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.

5.04 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of the Collective Agreement.

5.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.

5.06 ~~A request by any Employee for Union Representation at a meeting with the Employer shall not be denied.~~

~~(a) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.~~

~~(b) The Employer shall grant union Representatives reasonable access to its premises for Union business subject to notification of the Site Manager/Administrator or designate.~~

~~(c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.~~

5.06 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than one-half (1/2) hour by the Union on the Employer's time.

5.07 An Employee shall have the right to wear the Union lapel pin during working hours.

~~5.09 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 Union or at the Union orientation. The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop.~~

**5.08 The Employer shall provide a bulletin board at each Care Home/Program to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and such other notices as may be of interest to the Employee. It is not the intention of the Union to post anything objectionable to the Employer. The Employer will discuss any concerns with the Union if removing any posting.**

## ARTICLE 6

### UNION MEMBERSHIP, SECURITY AND CHECK-OFF

6.01 All Employees have the right:

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

6.02 **Dues Deduction**

- (a) All Employees shall be required to pay Union dues. ~~The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.~~
- (b) The Employer ~~will~~ **shall**, as a condition of employment, deduct from the base earnings of each Employee covered by this Collective Agreement, an amount equal to the dues as determined by the Union. **Union dues will be deducted in a manner which is in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month in which the dues were deducted.**
- (c) **For the purpose of this Article, "base earnings" shall mean all earnings excluding overtime, allowances, differentials and premiums.**
- ~~(b) Particulars identifying each Employee in a printed form showing the Employee name, base earnings for the period, Employee status, Site, classification code, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.~~
- (d) **The Employer shall provide each month to the Union a dues list identifying each Employee. The list will include the following information (if known by the Employer): Employee name, Employee number, Employee status (full-time, Part-time, Casual), active or on leave/type, Care Home/Program, classification, mailing address, home telephone number, cell phone number, basic rate of pay, base earnings for the period, year to date base**

**earnings, Union dues deducted for the period, year to date Union dues deductions.**

- 6.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 6.04 ~~The Employer will, as a condition of employment, deduct from the base earnings of each Employee covered by this Collective Agreement, an amount equal to the dues as determined by the Union.~~
- The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees ~~covered by this Collective Agreement.~~ Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 6.05 Deductions of amounts equal to the dues for all Employees shall commence with the first pay period of employment.
- 6.06 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.
- 6.07 In February and August of every calendar year the Employer shall provide to the Union a list of all Employees in the bargaining unit and their mailing addresses known to the Employer.

#### ARTICLE 7

#### MANAGEMENT RIGHTS

- 7.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
  - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;

- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

#### ARTICLE 8

##### RESPECT IN THE WORKPLACE/NO DISCRIMINATION

~~8.01~~ There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of the grounds listed in *The Alberta Human Rights Act* including race, colour, ancestry, place of origin, religious beliefs, gender, age, physical disability, mental disability, marital status, family status, source of income and sexual orientation nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or the Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta. For the purposes of this Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.

~~8.02~~ The Union and the Employer agree to respect and dignity in the workplace supporting a policy of zero tolerance for violence in the workplace.

~~8.03~~ The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in harassment.

~~8.04~~ There shall be no limits on an Employee's rights to seek redress through the Alberta Human Rights Commission.

**8.01 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment.**

**8.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of the grounds listed in *The Alberta Human Rights Act* including race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income and sexual orientation nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or the Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta. For the purposes of this Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.**

**8.03 There shall be no limits on an Employee's rights to seek redress through the Alberta Human Rights Commission.**

ARTICLE 9

UNION STEWARDS

**UNION REPRESENTATION**

- 9.01 ~~The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance, a meeting or disciplinary investigation with the Employer. When it becomes necessary for a Union Steward to leave her job for this purpose, he will request time off from her manager or designate and provide her with as much advance notice as possible. Arrangements will be made by the manager or designate to permit the Union Steward to leave her job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the manager or designate, which approval shall not be unreasonably withheld.~~
- 9.02 ~~The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.~~
- 9.03 ~~Semi-annually a list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager/Administrator.~~
- 9.04 ~~The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.~~
- 9.05 **Union Representative 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.~~
  - (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 by the Employer, 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.~~

- ~~(d) An 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. Where permissible under the pension, group life plan and extended health and dental 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, or any body with which the Union is affiliated, 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.~~

9.06 **Negotiations**

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

9.01 **For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.**

9.02 **Employee Right to Union Representation**

- (a) A request by any Employee for Union Representation at a meeting with the Employer shall not be denied.**
- (b) An Employee, who is scheduled for a disciplinary meeting or an investigation meeting that could reasonably lead to disciplinary action, shall be notified of their right Union representation.**
  - (i) Notice of the meeting shall not be less than twenty-four (24) hours.**
  - (ii) The Employee is responsible to arrange for attendance of Union representation, if they desire said representation.**

- (iii) Meetings may take place within the notice period with mutual agreement.

9.03 Access to the Employer's Premises

- (a) The Employer shall grant Union Stewards and Representatives reasonable access to its premises for Union business subject to notification of the Care Home/Program Manager or designate.
- (b) Union membership meetings may be held on Employer premises subject to the approval of the Employer.

9.04 Union Steward Right to Represent Employees

- (a) The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.
- (b) A Union Steward may, at the request of an Employee, accompany or represent an Employee in the processing of a grievance, a meeting or disciplinary investigation with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, an Employee will request time off from their manager or designate and provide as much advance notice as possible. Arrangements will be made by the manager or designate to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of pay regular earnings. Such time off shall be granted only upon the approval of the manager or designate, which approval shall not be unreasonably withheld.

- (c) Union Stewards shall be Employees of the Good Samaritan Society. Union Officers of Locals 042 of the Alberta Union of Provincial Employees, shall also be recognized as Union Stewards and members for the purpose of this Article. The Union Stewards shall have the right at any time to have the assistance of their Alberta Union of Provincial Employees Representative.

9.05 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

9.06 Semi-annually a list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Care Home/Program Manager.

9.07 Leave for Union Business

- (a) Application for Leave

When it is necessary for an Employee 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 manager or designate for approval with as much advance notice as possible.

(b) Approval for Leave

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

(c) Pay Administration

When leave to attend Union business has been approved by the Employer, it is granted with pay (inclusive of health benefits and entitlements). 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 health benefits and entitlements.

9.08 Leave for Full-Time Elected Union Positions

An 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, provided that a request for the leave of absence has been submitted with as much advance notice as possible. Where permissible under the pension, and health benefit plans the Employee shall have the right to continue to participate and pay the full cost, including the Employer's share, during the period of such leave of absence.

9.09 Leave for Union Staff Position

Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years provided that a request for the leave of absence has been submitted with as much advance notice as possible. 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.

9.10 Leave for Participation in Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (inclusive of all health benefits and entitlements) and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the

Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of health benefits and entitlements.

9.11 The Union agrees to reimburse the Employer an administrative cost equal to fifteen percent (15%) of all invoiced charges referenced in this Article.

#### ARTICLE 10

##### LAYOFF/RECALL PROCEDURE

###### 10.01 Definition of Layoff

Layoff shall be defined as a reduction in the number of Full-time or Part-time Employees or a reduction in the Full Time Equivalent (FTE) of an Employee at a ~~Site~~ **Care Home/Program**.

###### 10.02 Discussion with Union

The Parties recognize the value of a confidential meeting prior to laying off Employees in the bargaining unit. The purpose of this meeting is to discuss the relevant factors related to the layoff and to discuss the process by which the layoff will take place. The Employer will provide a current seniority list to the Union for review during the pre-layoff meeting.

In the event that the parties do not mutually agree in writing to an alternative process, the following will apply.

###### 10.03 Notice of Layoff

When, in the opinion of the Employer, it becomes necessary to reduce the number of Full-time or Part-time Employees at a ~~Site~~ **Care Home/Program** or reduce the FTE of an Employee at a **Care Home/Program**, the Employer will notify the Employee who is to be laid off in writing, not less than twenty-eight (28) calendar days prior to the date of the layoff except where the twenty-eight (28) 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. If notice is not served, Employees will receive their Basic Rate of Pay for those twenty-eight (28) days in lieu of notice.

###### 10.04 Order of Layoff

(a) In determining the order of layoff, the Employer shall layoff in reverse order of seniority by classification by FTE at the affected **Care Home/Program**. In all instances, layoff is subject to the remaining Employees having the ability to perform the assigned work.

- (b) When issuing notice of layoff or displacement, the Employer shall schedule a consultation meeting ~~between~~ **with** the affected Employee(s) ~~in order of seniority~~ and the Union at which time the Employer will provide the Employee(s) with the following options **in order of seniority**:
- (i) Where vacant positions exist, the Employee(s) to be laid off shall be provided with the opportunity to select a vacant position in the same classification at the Site **Care Home/Program** of an equal or lesser FTE; or
  - (ii) Displace a less senior Employee at the Site **Care Home/Program** in the same classification and equal or lesser FTE. Where there is more than one Employee at the site with an equivalent FTE, the least senior Employee shall be displaced; or
  - (iii) Accept the reduction to **her their** FTE or elimination of **her their** position with the right to recall.
  - (iv) Should no vacancy or displacement option exist, the Employee shall be placed on the recall list.
- (c) When an Employee is on approved leave of absence, Workers' Compensation Benefits, or Long-term disability, the notice of layoff shall occur when the Employee has provided notice of readiness to return to work.

**Commented [KR1]:** This requires discussion - the proposals from April 17 perhaps don't make sense.

10.05 **Benefits during Layoff**

Subject to the insurer's **Benefit Plan Carrier's** eligibility and other requirements, Employees on recall may with the assistance of or through the Employer, make arrangements for monthly payment of the full **benefit plan** premiums.

10.06 **Priority for Vacancies**

No new Employees will be hired or transferred to the Site **Care Home/Program** while there are other Employees on layoff from the Site **Care Home/Program** as long as Employees on recall are available and have the ability to perform the work. No Casual Employee shall be hired for the purpose of reducing regular hours **of work**.

10.07 When an Employee has been given notice of layoff in accordance with the notice provisions of Article 10, that creates a reduction of hours greater than point three (.3) ~~of their~~ FTE, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of ~~pay~~

**regular earnings** for the purpose of attending an employment interview on the following conditions:

- (a) There is not more than four (4) hours lost time per job interview to a maximum of four (4) interviews; and
- (b) The Employee may be required to submit satisfactory proof of such attendance

10.08

**Recall Notice**

- (a) Recall notice shall be by telephone with confirmation in writing by registered mail or hand delivered to the Employee's last address on record with the Employer and faxed to the Union. The recalled Employee shall notify the Employer within forty-eight (48) hours of **her their** acceptance or refusal of recall. The Employee so notified shall return to work as soon as possible not later than five (5) calendar days following the date of the telephone call, receipt of hand delivered letter or the date the letter was registered.
- (b) In the case of an Employee who is laid off and on reduced hours, recall notice may be hand delivered to the Employee at the **Care Home/Program**.
- (c) It is the responsibility of each Employee to notify the Employer promptly in writing, of any change of address and telephone number.

10.09

**Recall**

Recalls shall be carried out in order of seniority by classification within the bargaining unit provided the Employee has the ability to perform the assigned work satisfactorily after an appropriate orientation or familiarization period. Employees on layoff shall advise the Employer in writing of the ~~work site~~ **Care Home(s)** they would accept recall to. Such recall shall apply only to work periods of ninety (90) calendar days or longer.

- (a) If an Employee is recalled to fewer hours of work than the Employee worked prior to the layoff, the Employee may elect to remain on layoff with recall rights.
- (b) In the event the Employee accepts recall to a position with less hours of work than worked prior to the layoff, the Employee shall continue to have full recall rights to the pre-layoff FTE to a maximum of twelve (12) months from the date of the original layoff.
- (c) No Employee shall be recalled to a position with a greater FTE than held prior to the layoff. In the event a vacancy exists to which a full or partial

recall is not possible, the Employer shall post the vacancy pursuant to Article 23, and shall recall to the resultant vacancy that is possible in accordance with the provisions of this Article.

10.10 Recall rights shall be considered terminated when:

- (a) An Employee refuses recall to a position of the same FTE worked prior to the layoff; or
- (b) An Employee is the successful applicant on a position with an equal or higher FTE than the Employee worked prior to the layoff; or
- (c) Twelve (12) months from the original layoff date has been reached.

10.11 **Ability to Perform Assigned Work**

"Ability to perform the assigned work" means the Employee does not require any additional training by the Employer other than orientation, to be able to satisfactorily perform the assigned work.

10.12 **Casual Shifts**

- (a) Employees on layoff who wish to work casual shifts shall indicate in writing on a regular basis to the Employer their availability to work.
- (b) Casual shifts shall be offered to Employees who have the ability to perform the assigned work, in the following order:
  - (i) Full-Time and Part-Time Employees whose FTE has been reduced through the operation of this Article up to their pre-layoff FTE, in order of seniority; then;
  - (ii) Casual Employees and Part-time Employees who have indicated their willingness to work additional shifts.
- (c) Employees on recall who refuse casual shifts may do so without adversely impacting their recall rights.

10.13 Employees who are on recall and do not occupy an FTE shall have their sick leave credits frozen until they return to a FTE or their recall rights are terminated.

10.14 **Casual and Temporary Employees**

This Article shall have no application to Casual and Temporary Employees.

## ARTICLE 11

### IN-SERVICE PROGRAM/DISASTER PLAN EXERCISE **PROFESSIONAL DEVELOPMENT**

11.01 The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend the required sessions for the Site **Care Home/Program**.

~~11.02~~ **Disaster Plan Exercise**

~~In the public interest, Disaster Plan Exercises shall be the responsibility of the Employer. Where the Employer requires an Employee to participate in a Disaster Plan Exercise, time spent in participating shall be compensated at the applicable rate of pay.~~

11.02 **CPR Training**

Where CPR is a requirement, the Employer shall take measures to ensure certification and recertification programs are available in accordance with current regulations/standards. Time spent in training shall be compensated at the applicable rate of pay.

11.03 The Employer's staff training and development policy governing in-service programs will include prevention and management of staff abuse; and other education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency.

11.04 **Reimbursement for In-service Education**

(a) An Employee who is required to attend a training course, seminar, or staff meeting, shall be compensated ~~as time spent working~~ at the applicable rate of pay **for time spent in attendance** or shall be allowed compensatory time off in lieu by mutual agreement between the Employee and the Employer.

(b) An Employee who is required to attend a training course, seminar or staff meeting, which necessitates travel, shall be considered as time spent working and compensated at the applicable rate of pay.

~~11.06 Upon hire it is the Employees responsibility to obtain the required minimum qualifications for the position she is hired in to.~~

11.05 **Professional Development Days**

A Full-time, ~~or Part-time~~ Employee or a Temporary **Casual** Employee **who has worked** in a position of six (6) months ~~or greater~~ as a Licensed Practical Nurse shall upon request be granted three (3) professional development days annually for professional development related to nursing skills applicable to her **the Employee's**



current position, at the Basic Rate of Pay. An Employee shall be advised in advance of any transportation, registration fees, subsistence, and other expenses that may be paid or reimbursed by the Employer upon proof of attendance.

Applications for such paid professional development opportunities shall be made in writing to the Employer as early as possible and approval will be subject to operational requirements.

## ARTICLE 12

### OCCUPATIONAL ~~EMPLOYEE~~ HEALTH AND SAFETY

#### 12.01 Health & Safety Committee

(a) A **Health & Safety** Committee (the "**Committee**") will be established for each ~~Site~~ **Care Home/Program** covered under this Collective Agreement to consider matters of Occupational Health and Safety.

~~12.02~~ (b) The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

~~12.03~~ (c) The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit for every fifty (50) Employees, to a maximum of three (3) members of the bargaining unit at the ~~Site~~ **Care Home/Program** as members of this Committee. This Committee may include representatives from other **employee** groups, however, the number of Employer representatives on the Committee shall not exceed the number of representatives from the ~~Union~~ **bargaining unit** and other Employee groups represented.

~~12.04~~ (d) The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

#### 12.02 Occupational Health and Safety

(a) The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.

(a) (i) The committee shall identify situations, which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations.

(b) (ii) The committee shall assist in the development and promotion of measures to protect the health of Employees in the ~~facility~~ **Care Home/Program** and to check the effectiveness of such measures

12.06 (b) The Employer will co-operate with the Committee by providing:

(a) (i) materials and equipment necessary to carry out its functions in accordance with its terms of reference.

(b) (ii) data pertaining to workplace health and safety conditions.

12.07 ~~An Employee's right shall be respected in accordance with the Occupational Health and Safety Code.~~

12.08 (c) The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.

12.09 (d) ~~The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee at the work site and may make recommendations to the Employer in that regard. The Employer shall reply in writing to the Health and Safety Committee within thirty (30) calendar days of receipt of the recommendations.~~

### 12.03 **Disaster Plan Exercise**

**In the public interest, Disaster Plan Exercises shall be the responsibility of the Employer. Where the Employer requires an Employee to participate in a Disaster Plan Exercise, time spent in participating shall be compensated at the applicable rate of pay.**

### 12.04 **Imminent Danger Right to Refuse Dangerous Work**

~~No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.~~

**An Employee may refuse to work or to do particular work at a Care Home/Program if the Employee believes on reasonable grounds that there is a dangerous condition at the Care Home or that the work constitutes a danger to the Employee's health and safety or to the health and safety of another Employee, resident or member of the public. Work involving health and safety hazards that are not normal for the job is considered as a dangerous condition that could trigger**

**a work refusal. Discriminatory action, or threat of discriminatory action shall not be taken against an Employee, by reason of that Employee is exercising their right to refuse dangerous work.**

**12.05** The Union and the Employer agree to respect and dignity in the workplace supporting a policy **policies committed to the prevention of workplace violence.** of zero-tolerance for violence in the workplace.

**12.06** The Employer agrees that they will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged patient **resident** abuse by an Employee or of alleged assault on an Employee.

12.07 An Employee's right shall be respected in accordance with the Occupational Health and Safety Code.

#### ARTICLE 13

#### HOURS OF WORK

**13.01** Continuous Operation

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

No split shifts shall be worked by any Employee, except by mutual agreement.

**13.02** (a) The regular hours of work for Full-time Employees, exclusive of meal periods, shall be seven and three quarter hour (7 3/4) hours per shifts and seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days **in a fourteen (14) day pay period;** or

(b) The regular hours of work for Full-time Employees working an extended work day, exclusive of meal periods, shall be eleven (11) hours and five (5) minutes per shifts and seventy-seven (77) hours and thirty-five (35) minutes over a period of fourteen (14) calendar days **in a fourteen (14) day pay period.**

(c) The regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to seven and three quarter (7 3/4) hours per shifts and less than seventy-seven and one half (77 1/2) hours over a period of fourteen (14) calendar days **in a fourteen (14) day pay period;** or

(d) The regular hours of work for Part-time Employees working an extended day, exclusive of meal periods, shall be up to eleven (11) hours and five (5) minutes per shifts and less than seventy-seven (77) hours and thirty-five (35) minutes over a period of fourteen (14) calendar days.

- (e) All Employees shall be permitted
  - (i) one (1) fifteen (15) minute rest period during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. The fifteen (15) minutes shall commence when an Employee leaves ~~her~~ **their** place of work and the Employee shall be back at ~~her~~ **their** place of work when the fifteen (15) minutes expire.
  - (ii) one (1) unpaid thirty (30) minute meal period during each period of five and one half (5 ½) hours, the time of which shall be scheduled by the Employer. The thirty (30) minutes shall commence when an Employee leaves ~~her~~ **their** place of work and the Employee shall be back at ~~her~~ **their** place of work when the thirty (30) minutes expire.
- (f) If an Employee is recalled from or required by the Employer to work through ~~her~~ **their** meal or rest period, ~~she~~ **the Employee** shall receive a full meal period or rest period later in ~~her~~ **their** shift. Where that is not possible, ~~she~~ **the Employee** shall receive pay at overtime rates for the full meal or rest period, with the prior approval of the **Care Home/Program Manager/Administrator** or designate.
- (g) If the Employer requires an Employee to be readily available for duty during ~~her~~ **their** meal break, ~~she~~ **the Employee** shall be so designated in advance and be paid for that meal break at ~~her~~ **their** Basic Rate of Pay.

13.03

- (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for Employees working seven and three quarter (7 ¾) or less hour shifts shall provide for:
  - (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
  - (ii) not more than six (6) consecutive scheduled days of work;
  - (iii) at least two (2) consecutive days of rest in a fourteen (14) ~~calendar~~ **day pay** period;
  - (iv) no shift shall be less than four (4) hours;
  - (v) not more than two (2) different shift starting times.
- (b) Except by mutual agreement between the Employer and the Union, an Employee working seven and three quarter (7 ¾) or less hour shifts shall receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a

Sunday. Named Holidays shall not be used as days off for the purposes of this Clause.

- (c) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for Employees working extended hours of work shall provide for:
  - (i) at least eleven (11) hours and fifty-five (55) minutes off duty between shifts;
  - (ii) not more than four (4) consecutive scheduled days of work.
- (d) Except by mutual agreement between the Employer and the Union, an Employee working extended hours of work shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and the following Sunday. Named Holidays shall not be used as days off for the purposes of this Clause.
- (e) **The provisions of Clause 13.03 do not apply to Casual Employees, unless they are working in a temporary position.**

13.04

**Posting of Shift Schedules**

- (a) Shift schedules shall be posted and/or made readily available not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule **of an Employee, working in a part-time or full-time position**, with less than seven (7) calendar days notice, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.
- (b) Employees, **except Casual Employees working on a call-in basis**, may exchange shifts among themselves, provided that:
  - (i) The exchange is agreed to, in writing, between the affected Employees; and
  - (ii) Prior approval of such exchange has been given by the **Care Home/Program** Manager/Administrator or designate, in writing.Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

No overtime shall be paid to an Employee who works in excess of the Employee's regularly scheduled work hours in a fourteen (14) calendar day period as a result of an exchange of shift.

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

13.06 **Reporting Pay**

Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid four (4) hours at the Employee's Basic Rate of Pay.

13.07 **Additional Hours of Work**

- (a) Additional hours of work shall be distributed by seniority to Part Time Employees first. Part-time Employees who wish to be considered for additional hours of work shall indicate the extent of their availability to the Employer in writing. The distribution by seniority shall be on a rotational basis.
- (b) Opportunity to work additional hours of work shall be made available next to Casual Employees on a fair rotational basis. **Casual Employees shall indicate the extent of their availability to the Employer in writing.**
- (c) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

13.08 **Daylight Saving Time**

On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings. **and therefore the Employee will receive less payment as they will be paid only for those hours actually worked.**

13.09 **Sleep Shifts**

Employees who are scheduled to work a sleep shift shall be compensated at the following rate of pay.

- (a) During the first four (4) hours of the shift "the awake period" at the Basic Rate of Pay.
- (b) During the following eight (8) hour of the shift, "the sleep period" at the Alberta minimum wage.

- (c) When an Employee is required to work during the sleep period they shall be paid a minimum of one (1) hour at the Basic Rate of Pay for each incident they are required to attend to. Should an Employee be required to attend more than one incident within the same one (1) hour period there will be no additional compensation.
- (d) Employees shall be entitled to Shift Differential and Weekend Premium for all paid awake hours.

~~13.10 Casual and Temporary Employees~~

- ~~(a) Except for clauses 13.03(a)(i)(iii)(v), 13.03 (b) and (d), and 13.04 (a), this Article shall apply to Casual Employees.~~
- ~~(b) Unless prescheduled, Clause 13.05 shall not apply to Casual Employees.~~
- ~~(c) This Article shall apply to Temporary Employees working in a Part-time or Full-time capacity.~~

ARTICLE 14

OVERTIME

- 14.01 Overtime is all time authorized by the Employer and worked by an Employee:
- (a) in excess of seven and three-quarter (7 3/4) work hours per shift for Employees scheduled to work pursuant to 13.02 (a) or (c);
  - (b) in excess of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day pay period for Employees scheduled to work pursuant to 13.02 (a) or (c);
  - (c) in excess of eleven (11) hours and five (5) minutes of work per shift for Employees scheduled to work pursuant to 13.02 (b) or (d); and
  - (d) in excess of seventy-seven hours and thirty-five minutes (77 hours and 35 minutes) in a fourteen (14) day pay period for Employees scheduled to work pursuant to 13.02 (b) or (d);
- 14.02 The overtime rate of one and one-half times (1 1/2X) the ~~applicable basic hourly rate~~ **Employee's Basic Rate of Pay** for the first two (2) hours worked and two times (2X) the ~~applicable basic hourly rate~~ **Employee's Basic Rate of Pay** thereafter shall be paid for overtime worked.
- 14.03 Overtime may be accumulated and taken in time off at a mutually agreeable time at the applicable premium rate. Time off not taken by March 31<sup>ST</sup> in any given year

shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31<sup>ST</sup> and shall not be unreasonably denied. **This clause does not apply to Casual Employees.**

14.04 Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during normal rest period unless mutually agreed between the Employer and the Employee.

For Employees working eleven (11) hour and five (5) minute shifts, failure to provide at least twelve (12) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during normal rest period unless mutually agreed between the Employer and Employee. **This clause does not apply to Casual Employees working on a call-in basis.**

14.05 Rest Period and Meal Breaks

An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break without pay at the Employee's option and shall provide a meal free of charge. Those Employees who decline to take the half (1/2) hour meal break shall not be provided a meal free of charge.

14.06 ~~Casual and Temporary Employees~~

~~(a) Except for Clause 14.03 and 14.04 this Article shall apply to Casual Employees.~~

~~(b) Except for Clause 14.03 this Article shall apply to Temporary Employees.~~

#### ARTICLE 15

#### SALARIES AND PAYDAYS

15.01 The **Basic Rates of Pay** as set out in the ~~Salary Grid~~ **Wage Schedule** shall be applicable to all Employees covered by this Collective Agreement.

15.02 Paydays shall be on a bi-weekly basis by direct deposit.

15.03 (a) Employees as defined by Clause 4.01 shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) hours exclusive of overtime worked in a classification. Further increments shall be based upon completion of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked in a classification at each subsequent pay step in the pay range.



- (b) The Employer will advise an Employee of **her their** accumulated incremental hours upon request.

15.04 **Recognition of Previous Experience**

Provided that not more than two (2) years have elapsed since the experience was obtained, when an Employee has job specific experience or education, satisfactory to the Employer, **her their** starting ~~salary~~ **Basic Rate of Pay** may be adjusted (increased) to recognize **her their** previous experience or education. Upon providing satisfactory proof of job specific experience or education, an Employee will be advanced to the appropriate step effective the date of submission of proof.

Employees who terminate employment from the Employer and are re-employed will be placed at the same increment on the ~~Salary Grid~~ **Wage Schedule** upon re-employment provided:

- (a) they are re-employed into exactly the same classification that they held prior to termination;
- (b) that their re-employment is within two (2) years of their prior termination.

15.05 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, R.S.A. 2000, c.H-7 shall be employed as a Licensed Practical Nurse.

15.06 **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, providing the corrective action is taken within six (6) months of the overpayment of wages or entitlements. 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.

15.07 **Achieving a Different Position in a Different Classification**

- (a) **When an Employee is appointed to a position or achieves casual status in a classification with a higher end rate than **her their** present classification, **she the Employee** shall be advanced to the next pay step that provides **her them** with an increase in **her their** Basic Rate of Pay.**

- (b) When an Employee has applied for and has been accepted for is appointed to a position or achieves casual status in a classification with an end rate that is less than **her their** present classification, **she the Employee** shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in **her their** present Basic Rate of Pay.

15.08 Temporary Assignment

- (a) An Employee required by the Employer to replace another Employee in a classification within the bargaining unit which is assigned a higher pay grade, for a period of two (2) hours or more, shall be paid at the Basic Rate of Pay for the classification in which the Employee is relieving, provided that **she the Employee** is assigned to perform the substantive duties of the higher paid classification. When an Employee is required to temporarily perform the duties of a lower paid classification, **her their** Basic Rate of Pay will not be changed.

ARTICLE 16

RETROACTIVITY

- 16.01 Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the Union, **of ratification of this Collective Agreement**, would be eligible to receive retroactively any increase in salary which **she the Employee** would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding **collective** agreement and thirty (30) days after the signing of this Agreement, **date of ratification of this Collective Agreement**, a written application for such retroactive salary.

ARTICLE 17

HANDLING CASH

- 17.01 An Employee handling cash shall not be required to reimburse the Employer for shortages.

ARTICLE 18

SHIFT DIFFERENTIAL/WEEKEND DIFFERENTIAL

18.01 Shift Differential

- (a) General Support Staff

- (i) A shift differential of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (ii) A shift differential of three dollars (\$3.00) per hour will be paid to an Employee for all hours worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours.
- (b) Auxiliary Nursing Staff
- (i) A shift differential of two dollars and seventy-five cents (\$2.75) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (ii) A shift differential of five dollars (\$5.00) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

18.02 **Weekend Differential**

(a) General Support Staff

An Employee shall be paid, in addition to **her their** Basic Rate of Pay and any shift differential to which **she the Employee** may be entitled, a weekend differential of two dollars and seventy-five cents (\$2.75) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

(b) Auxiliary Nursing Staff

An Employee shall be paid, in addition to **her their** Basic Rate of Pay and any shift differential to which **she the Employee** may be entitled, a weekend differential of three dollars and twenty-five cents (\$3.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

18.03 To be eligible for payment of shift differential, an Employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

18.04 All ~~premiums~~ **differentials** payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

18.05 Where, applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium ~~premium~~ differential.

ARTICLE 19

PROBATION

19.01 An Employee shall serve a single probationary period of four hundred and sixty-five (465) hours worked exclusive of overtime hours worked, for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time, Temporary, or Casual Employees who upon completion of six (6) calendar months employment and who have not completed four hundred and sixty-five (465) hours, their probationary period shall be deemed to have been completed. The probationary period may be extended for a period up to an additional four hundred and sixty-five (465) hours worked or six (6) months, however, in no event will the total probation period exceed nine hundred and thirty (930) hours, exclusive of overtime hours worked. During the probationary period the Employee may be terminated for any reason, without:

- (a) notice; or
- (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code),

The Employer shall provide a reason for the termination to the Employee and the Employee shall have recourse to the grievance procedure set out in this Collective Agreement up to Step 3.

19.02 Orientation

- (a) The Employer shall provide a paid orientation period for all new Employees, including:
  - (i) orientation to the Employer's organization and an orientation to the site **Care home/Program;**
  - (ii) the first three (3) shifts of resident care shall be under guidance or supervision.
- (b) An Employee transferring from one functional unit to another shall be given an orientation appropriate for **her** **their** previous work related knowledge, skills, and abilities.
- (c) A request for additional orientation shall not be unreasonably denied.

19.03 The Employer shall provide a performance review/update of each probationary

Employee at least once during her their probationary period.

#### ARTICLE 20

##### TRANSPORTATION ALLOWANCE

20.01 When an Employee is assigned duties necessitating the use of her the Employee's private automobile she the Employee shall be reimbursed at the rate of fifty-two cents (\$.52) per kilometer or the Good Samaritan Society policy rates (whichever is greater).

20.02 An Employee who normally travels from the facility Care Home/Program to her the Employee's place of residence by means of public transportation following the completion of her the Employee's duty shift but who is prevented from doing so by being required to remain on duty longer than her the Employee's regular scheduled shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the facility Care Home/Program to her the Employee's place of residence.

##### 20.03 Subsistence

Employees who are required to travel more than 100 kilometers beyond their normal place of work on business authorized by the Employer, shall be reimbursed for eligible expenses in accordance with the Employer's Policy on Travel Expense Reimbursement.

#### ARTICLE 21

##### UNIFORMS

21.01 The Employer will furnish and maintain uniforms (launder and repair) without charge when the Employer designates the Employees wear a specific uniform. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour and style of the uniforms, and the requirements of each group of Employees in respect thereto, shall be determined by the Employer.

#### ARTICLE 22

##### JOB CLASSIFICATION

##### 22.01 Job Description

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

22.02 **New Classification**

Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate **Basic Rate of Pay range**. Should an agreement not be negotiated in this period, the wage rate **Basic Rate of Pay range** proposed by the Employer shall be implemented and if the rate of pay **Basic Rate of Pay range** is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 32 of the Collective Agreement.

22.03 **Change to Existing Classification Criteria**

- (a) Where the primary function or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days notice.
- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications. The provisions of Clause 11.06 do not apply to Employees completing mandatory education programs related to minimum qualifications.

22.04 **Classification Review**

- (a) In the event that an Employee believes that their current position is not properly allocated, the Employee may request a classification review of their current position. The request for a classification review should be submitted in writing to the Site **Care Home/Program** Manager/Administrator or designate.
- (b) Where a classification review is requested, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria and other similar positions.
- (c) The Employee and the Union will be advised in writing of the results of the classification review.

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

22.06 **Classification Adjustment**

- (a) An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced to the next step on the ~~salary~~ **Wage** Schedule that would provide, at a minimum an increase to their Basic Rate of Pay.
- (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay shall not have **her their** Basic Rate of Pay altered from the Basic Rate of Pay **she the Employee** was earning on the date **her their** position was reclassified for a period of six (6) months, or until the Basic Rate of Pay for the lower paid classification is equal to or greater than **her their** previous Basic Rate of Pay, whichever is earlier.

22.07 If an Employee is not satisfied with the decision of the Employer in Clause 22.04(c) respecting the classification review, the Employee may within ten (10) days grieve the matter at Step 2 of the Grievance Procedure.

#### ARTICLE 23

#### APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

#### 23.01 Postings

When a vacancy occurs in any classification covered by this Collective Agreement such vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment.

- (a) The posting shall contain the following information:
  - (i) qualifications and/or competencies required;
  - (ii) employment status (Full-time, Part-time, Temporary, Casual);
  - (iii) classification, Full-Time Equivalence (FTE) and hours of work;
  - (iv) range of rate of pay;
  - (v) location;
  - (vi) if temporary, the anticipated duration of such position.
- (b) All applications for job postings shall be made in writing to the contact person designated on the job posting.
- (c) A copy of all postings shall be forwarded to the Union representative or designate at each Site **Care Home/Program** and the Chapter Chairperson as appropriate.

- (d) The Employer will provide a mail slot at each Site **Care Home/Program** for the purpose of providing copies to the Union.

23.02 **Applications**

- (a) Applications for vacancies shall be in writing according to the procedures established by the Employer. Facilities will be provided to accept applications for a posted position at any time within the seven (7) calendar day posting period.
- (b) An Employee who will be absent during the posting of a vacancy may submit an application in advance of that vacancy being posted.

23.03 **Interim Appointments**

When circumstances require the Employer to fill a vacancy, the appointment shall be made on a casual basis only until a permanent appointment is made.

23.04 **Selection**

In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills; training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.

23.05 **Notification to Applicants**

Applicants for appointments and vacancies shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of the appointment.

23.06 **Transfers**

- (a) Transfers shall be on a trial basis. The transferred Employee will be given a trial period of three hundred and twenty-five point five zero (325.50) 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. During the trial period, the Employee who has transferred to a different classification may either:
  - (i) return to the Employee's former position, at the Employee's request; or
  - (ii) be returned to the Employee's former position.
- (b) In circumstances where reinstatement is not possible, the Employer shall



assign the Employee to a similar position consistent with **her their** abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of **her their** former position.

23.07 **Waiving of Provisions**

- (a) The foregoing provisions shall be waived and inoperative when placement of an Employee in a position within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board, or the Underwriters of the Long Term Disability Income Insurance Plan, to provide a period of Rehabilitative Work Experience. When an accommodation is made pursuant to Clause 23.07(a) the Union will be advised in writing.
- (b) The posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) are on layoff with recall rights and those laid off Employee(s) accept recall to the vacant position(s).

23.08 **Modified Work and Early Intervention Program (hereinafter referred to as the Program).**

- (a) The goals of the Program will be:
  - (i) To jointly develop and monitor modified work agreements between the Employer, the Union and the Employee that would accommodate the earlier return to active duty of a disabled Employee.
  - (ii) To be consistent with ergonomic principles and undertake ergonomic initiatives when possible and necessary.
- (b) The guiding principles of modified work agreements are:
  - (i) The Employee's physician/medical practitioner will be consulted regarding the return to work and the modified work agreement.
  - (ii) The Employee and the Union shall be participants in the development and implementation of a modified work agreement.
  - (iii) The Employee shall at all times be permitted the assistance of a Union Representative.
  - (iv) Consulting with the Employee and implementing a modified work agreement shall be accomplished as early as possible following an injury or disabling medical condition.

Modified work agreements shall be jointly reviewed regularly and amended as required.

23.09 **Achieving a Different Position in a Different Classification**

- (a) ~~When an Employee is appointed to a position in a classification with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her Basic Rate of Pay.~~
- (b) ~~When an Employee has applied for and has been accepted for a position in a classification with an end rate that is less than her present classification, she shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay.~~

23.10 **Temporary Assignment**

- (a) ~~An Employee required by the Employer to replace another Employee in a classification within the bargaining unit which is assigned a higher pay grade, for a period of two (2) hours or more, shall be paid at the Basic Rate of Pay for the classification in which the Employee is relieving, provided that she is assigned to perform the substantive duties of the higher paid classification. When an Employee is required to temporarily perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.~~

23.11 **Order of Consideration**

The following order of consideration shall apply to applicants who possess the necessary qualifications needed to fill the position:

- (a) Employees of the bargaining unit who are Employees of the Employer by seniority;
- (b) next, other Employees of the Employer.

In the event that an applicant is chosen for a position as an Employee pursuant to Clause 23.11 (b), the applicant shall transfer their full length of service (for entitlement purposes only) to the Employer, and will have all rights set out in this Collective Agreement as if there was no break in **her** **their** continuous employment.

23.12 **Temporary Positions**

- (a) During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:

- (i) such Employees shall be eligible to apply on postings of vacancies for positions pursuant to Clause 23.01. In the event that such Employee is successful on a posting pursuant to Clause 23.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
- (b) A Full-time, Part-time or Casual Employee who has applied for and is appointed to a temporary position shall return to her, their former status at the completion of the temporary position.

#### ARTICLE 24

#### LEAVE OF ABSENCE

#### 24.01 General Provisions Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where expressly stated.

- (a) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal which shall be reported to the Union.
- (b) A leave of absence without pay shall be granted to an Employee in the case of serious illness or accident to the Employee's immediate. Leaves of absence for any other reason which the Employer and the Employee agree upon, may be granted at the discretion of the Employer. Such approval will not be unfairly withheld and where permission is denied reasons will be given. Leaves of Absence may be extended by mutual agreement between the Employer and the Employee. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (c) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. Employees' seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (d) Employees shall not be entitled to Named Holidays with pay, which may fall during the leave of absence without pay.

- (e) 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 Article 27, provided that the Employee makes prior arrangements to pay full premium costs in a lump sum or on a monthly basis. A failure to remit the payment required above, will result in cancellation of benefits.
- (f) Application for Leave of Absence for more than a period of twelve (12) months requires approval by a Director of Operations.
- (g) The Employee on leave of absence in excess of three (3) months, shall provide the Employer with twenty-eight (28) calendar days notice, where possible, and shall in any case, provide the Employer with fourteen (14) calendar days notice, of readiness to return to work or such shorter period of time as agreed between the Employer and the Employee, at which time the Employer will reinstate the Employee in the same classification with the same Full-time equivalency and where reasonable in the position held by the Employee prior to taking general leave. If the position from which the Employee is on leave no longer exists, the Employee shall exercise their seniority rights pursuant to the Layoff and Recall Article.

24.02

**Maternity Leave**

- (a) An Employee who has completed ~~six (6) months~~ **ninety (90) days** of continuous employment shall upon her request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as she may request, providing, however, that if in the opinion of her Medical Physician, her ability to carry out her normal work assignments become limited she may be placed on maternity leave earlier. ~~Such leave shall be without pay or benefits, except for the valid health related portion of maternity leave, and shall not normally exceed eighteen (18) months beyond the date of delivery.~~

The total period of maternity leave shall not normally exceed ~~eighteen (18) months~~ **thirteen (13) weeks**. However, by mutual agreement between the Employer and the Employee, such leave may be extended. An Employee on maternity leave may maintain her benefits by paying **their portion** ~~full cost~~ of the premiums ~~(Employee and Employer portion)~~ while on leave, ~~except for the valid health related portion of maternity leave.~~ An Employee who wishes to maintain benefits under this article shall make arrangements with the Employer for payment of the full cost of the premiums.

- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her Physician, may request a transfer to a more suitable position if one is

**Commented [KR2]:** I made changes here to split this into 13 weeks of Mat leave and the rest parental.

available. Where no suitable position is available, the Employee may request Maternity Leave as provided above, if the Employee is eligible for such leave. In the event that such Maternity **and Parental** Leave must commence in the early stages of pregnancy which results in a need for and absence from work longer than eighteen (18) months the Employee may request further leave without pay and benefits as provided by the General Leave provisions.

24.03 **Parental Leave**

An Employee who has completed ~~six (6) months~~ **ninety (90) days** of continuous employment shall be granted up to ~~eighteen (18) months~~ **parental sixty-two (62) weeks** leave without pay or benefits coverage within ~~eighteen (18) months~~ **seventy-eight (78) weeks** after the child's birth. An Employee who wishes to maintain benefits coverage under this Article **clause** shall make arrangements with the Employer for payment of the full cost of the premiums in lump sum or on a monthly basis. Failure to remit payment shall result in cancellation of benefits.

24.04 **Adoption Leave**

(a) An Employee who has completed ~~six (6) months~~ **ninety (90) days** of continuous employment shall be granted up to ~~eighteen (18) months~~ **parental sixty-two (62) weeks** adoption leave without pay or benefits for the purpose of adopting a child. Such leave may be extended by mutual agreement between the Employer and the Employee. An Employee who wishes to maintain benefits coverage under this Article shall make arrangements with the Employer for payment of the full cost of the premiums in lump sum or on a monthly basis. Failure to remit payment shall result in cancellation of benefits.

(b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

24.05 An Employee on maternity, ~~paternity~~ **parental** or adoption leave shall continue to accrue seniority.

24.06 **Jury or Witness Duty**

Any Employee required by law for jury duty, jury selection, or witness duty in a matter arising out of **her their** employment shall be allowed time off without loss of regular earnings during such absence. An Employee on jury or witness duty shall continue to accrue seniority. A request for a leave to act as a voluntary witness shall

not be unreasonably denied and such leave shall be without pay. Any fee received as a juror or non voluntary shall be paid to the Employer.

24.07 **Political Office**

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of two (2) terms.

24.08 **Bereavement Leave**

- (a) An Employee shall be granted three (3) consecutive working days bereavement leave without loss of pay in the event of the death of the following relatives of the Employee:

~~spouse (including common law and/ or same sex relationships)~~  
~~child~~                      ~~daughter-in-law~~                      ~~step-brother~~  
~~parent~~                      ~~son-in-law~~                      ~~step-parent~~  
~~brother~~                      ~~father-in-law~~                      ~~step-child~~  
~~sister~~                      ~~mother-in-law~~                      ~~step-sister~~  
~~guardian~~                      ~~grandparent~~                      ~~grandchild~~  
~~fiancé~~                      ~~niece~~                      ~~nephew~~  
~~aunt~~                      ~~uncle~~

**Spouse (including common-law)**  
**Parent**                      **Parent-in-law**  
**Sibling**                      **Sibling-in-law**  
**Child**                      **Child-in-law**  
**Guardian**                      **Fiancé**  
**Grandparent**                      **Grandchild**  
**Parent's Sibling**                      **Sibling's child**  
**Child-in-law**                      **Step-sibling**  
**Step-parent**                      **Step-child**

- (b) Consecutive work days shall not include the Employee's scheduled days off.
- (c) Bereavement leave, without loss of pay, shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometres one (1) way from the Employee's residence is necessary.
- (d) At the discretion of the Employer, bereavement leave may be extended by up to two (2) additional days where extenuating circumstances warrant.

- (e) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off ~~with~~ **without loss of** pay to attend the funeral services.
- (f) An Employee shall not be required to take unscheduled vacation leave in lieu of bereavement leave when **she the Employee** is entitled to that leave.

24.09

**Education Leave**

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an unpaid leave of absence for such purpose where operational requirements permit.
  - (i) Employees who are granted Education leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
  - (ii) During an Employee's Education Leave, **she the Employee** may work as a Casual Employee in the bargaining unit without adversely affecting **her their** reinstatement to the position from which **she the Employee** is on leave.

24.10

**Special Leave**

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, **she the Employee** shall inform the Employer of such with as much advance notice as possible and **she the Employee** shall use either sick leave, a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

24.11

**Compassionate Care Leave**

- (a) The Employer recognizes the potential need for Employees to care for gravely ill or dying family members or other qualified persons.
- (b) Qualified person means a person in a relationship with the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.
- (c) When an Employee with a qualified person in the end stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay for a period of ~~six months~~ **twenty-seven (27) weeks**. An Employee who wishes to maintain benefits under this Article

shall make arrangements with the Employer for payment of the full cost of the premiums.

- (d) Employees may be required to submit to the Employer, satisfactory proof demonstrating the need for compassionate care leave.

24.12 **Casual Employees**

Only Clause 24.01 (a), (b), (f) and (g) is applicable to Casual Employees.

ARTICLE 25

ANNUAL VACATION

25.01 An Employee shall be granted the vacation period preferred by ~~her~~ **the Employee** at such time as may be mutually agreed by the Employer and the Employee.

25.02 An Employee shall be entitled to an unbroken period of vacation equal to ~~her~~ **their** entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee, subject to the application of Clause 25.03(e).

25.03 **Vacation Requests**

- (a) All Employees shall apply in writing for the vacation period preferred by them. Preference of choice of vacation dates shall be determined by seniority by classification at the Site **Care Home/Program**.
- (b) All Employees shall indicate their choice of vacation period(s) between February 1<sup>st</sup> and March 31<sup>st</sup> of each vacation year.
- (c) The Employer shall respond, in writing, to the vacation requests by April 30<sup>th</sup>. For vacation requests outside of the period in Clause 25.03(b), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.
- (d) Any Employee who fails to submit ~~her~~ **their** vacation requests by March 31<sup>st</sup> shall not be entitled to exercise seniority rights in respect to any vacation time previously selected by an Employee with less seniority.
- (e) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks in July or August until all staff have had an opportunity for two (2) weeks vacation in July or August.
- (f) Vacation shall be taken in the year that it is earned.



- (g) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement plus an additional ten (10) days. Vacation entitlements greater than one (1) year's vacation entitlement plus an additional ten (10) days shall be paid out by January 15 failing mutual agreement between the Employee and the Employer to carry it forward. Employees with a vacation accrual greater than one (1) year's vacation may request to have the excess vacation paid out at any time.

~~Employees who have vacation banks in excess of the new provision in Clause 25.03 (g) shall have until June 30, 2016 to conform to the one (1) year's vacation entitlement plus an additional ten (10) days limit.~~

25.04 **Length of Vacation**

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

- 25.05 No Employee may continue to work and draw vacation pay in lieu of taking **her** **their** vacation in excess of Clause 25.03 (g).

25.06 **Rate of Pay**

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

An Employee called back by the Employer to work during **her** **their** scheduled vacation will receive compensation at two times (2X) times **her** **their** Basic Rate of Pay for the hours worked during the period of the vacation cancelled by the Employer. The time worked shall be rescheduled as vacation with pay.

25.07 **Vacation Pay on Termination**

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

25.08 **Vacation Entitlement**

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay.
- (b) Such earned vacation entitlement can be taken upon accrual. Vacation requests in excess of accrual will not be approved.
- (c) The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

- (i) during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;
- (ii) during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) year of such employment, an Employee earns a vacation of twenty (20) working days;
- (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) year of such employment, an Employee earns a vacation of twenty-five (25) working days;
- (iv) during the twenty-fifth (25<sup>th</sup>) to thirty-fourth (34<sup>th</sup>) years of such employment, an Employee earns a vacation of thirty (30) working days.
- (v) during the thirty-fifth (35<sup>th</sup>) and subsequent years of such employment, an Employee earns a vacation of thirty-five (35) working days.

25.09

**Supplementary Vacation**

- (a) The supplementary vacations as set out below are to be banked on the outlined supplementary vacation anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.
  - (i) Upon reaching the employment anniversary of twenty (20) years of continuous service, Employees shall have earned an additional five work days vacation with pay.
  - (ii) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five work days vacation with pay.
  - (iii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five work days vacation with pay.

At the Employee's option the supplementary vacation may be paid out as a lump sum bonus payment.

25.10

**Hours Recognized for Determining Vacation Pay**

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

25.11

(a) **Vacation Entitlement for Part-Time Employees**

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

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

- (i) six percent (6%) during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) continuous years of employment; or
- (ii) eight percent (8%) during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) continuous years of employment; or
- (iii) ten percent (10%) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) continuous years of employment; or
- (iv) twelve percent (12%) during the twenty-fifth (25<sup>th</sup>) to thirty-fourth (34<sup>th</sup>) continuous years of employment.
- (v) fourteen percent (14%) during the thirty-fifth (35<sup>th</sup>) and subsequent continuous years of employment.

(b) **Supplementary Vacation Entitlement for Part-Time Employees**

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

Part Time Employees shall earn supplementary vacation with pay upon reaching each of the following anniversaries calculated as follows:

Five (5) work days (38.75 hours)	X	Current Full Time Equivalent	=	Number of hours of paid supplementary vacation time to be taken
--	---	---------------------------------	---	---

Upon reaching the employment anniversary of twenty (20) years of continuous service.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service.

- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service.

At the Employee's option the supplementary vacation may be paid out as a lump sum bonus payment.

25.12

**Casual and Temporary Employees Vacation**

- (a) Casual and Temporary Employees shall be paid bi-weekly, in addition to their earnings:
  - (i) six percent (6%) of their earnings during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) years of employment;
  - (ii) eight percent (8%) of their earnings during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of employment;
  - (iii) ten percent (10%) of their earnings during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment;
  - (iv) twelve percent (12%) of their earnings during the twenty-fifth (25<sup>th</sup>) to thirty-fourth (34<sup>th</sup>) years of employment.
  - (v) fourteen percent (14%) of their earnings during the thirty-fifth (35<sup>th</sup>) and subsequent years of employment.
- (b) Temporary Employees in positions greater than six (6) months may submit for unpaid vacation in accordance with Clause 25.03.

**ARTICLE 26**

**NAMED HOLIDAYS**

26.01

- (a) The following are considered Named Holidays:

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

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.
- (b) To be eligible for the "Named Floater" an Employee shall be employed by

the Employer on June 30<sup>th</sup> of that calendar year. The “floater” holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee. If the floater holiday is not taken by the last day of December in any given year, the Employee shall receive payment for such day at the Basic Rate of Pay.

26.02 **Qualifying for Named Holiday Pay**

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

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

26.03 **Named Holiday Pay**

Except as modified by 26.03 (d) below, an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) **her, their** Basic Rate of Pay, plus;

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) by mutual agreement, a day with pay added to **her, their** next annual vacation; or
- (c) by mutual agreement, the Employee may receive payment for such day at **her, their** Basic Rate of Pay.
- (d) An Employee obliged to work on Christmas Day or Boxing Day, shall be paid for all hours worked on the named holiday at two times (2X) the Employee's Basic Rate of Pay plus:
  - (i) an alternate day off with pay at a mutually agreed time; or
  - (ii) by mutual agreement, a day with pay added to **her, their** next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at **her, their** Basic Rate of Pay.

26.04 **Named Holiday While on Vacation**

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 26.03.

26.05 **Named Holiday on Day Off**

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 26.03.

26.06 **Part-Time, Temporary and Casual Employees**

(a) On each pay cheque, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, ~~four decimal six percent (4.6%)~~ **five point zero percent (5.0%)** of their earnings in lieu of Named Holiday benefits.

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

26.07 (a) An Employee shall be so scheduled as to provide ~~her~~ **the Employee** with either Christmas or New Year's Day unless otherwise requested.

(b) (i) An Employee granted Christmas Day off in accordance with Clause 26.07 (a) shall be scheduled such that ~~she~~ **the Employee** will have two (2) consecutive days where ~~she~~ **the Employee** will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>); and

(ii) An Employee granted New Year's Day off in accordance with Clause 26.07 (a) shall be scheduled such that ~~she~~ **the Employee** will have two (2) consecutive days where ~~she~~ **the Employee** will not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

ARTICLE 27

HEALTH BENEFITS

27.01 **Benefit Eligibility**

All Full-time and Part-time Employees who are regularly scheduled to work fifteen and one-half (15 1/2) hours or more per week averaged over a shift schedule will be eligible to participate in Health Benefit plans. The Employer shall provide enrollment forms to Employees at least two (2) weeks prior to the completion of the three (3) month eligibility period. Employees shall complete and

return the enrollment forms to the Employer within thirty (30) calendar days of being eligible to participate in the plans. Failure to submit the required enrollment forms will result in the Employee being registered in the benefit plan with family coverage.

- (a) The Life Insurance and Disability portion of the group benefit plan is mandatory for all eligible Employees.
- (b) If the Employee does not provide proof of extended Health coverage through another Benefit Plan, enrollment will be mandatory in both Extended Health Care and Dental coverage.

27.02

**Health Benefit Plans**

When the enrollment and other requirements of the benefit carriers have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Effective January 1, 2009, the Government of Alberta discontinued premiums for the Alberta Health Care Insurance Plan. Should the Government reinstate premiums during the term of this agreement, Clause 27.04 shall apply.
- (b) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (c) A Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.
- (d) At the Employer's option, a "Supplementary Employment Benefit (SEB) Plan" to supplement an eligible Employee's Employment insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (e) A Group Insurance Plan, inclusive of:
  - (i) Basic Life Insurance [one times (1X) annual salary]
  - (ii) Basic Accidental Death and Dismemberment Insurance

- (iii) Long Term Disability Insurance [income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period]

27.03 **Plan Information**

The implementation and operation of the Benefit Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies or contracts entered into with the benefit carriers.

27.04 **Benefit Plan Premiums**

- (a) The Employer shall implement these plans with the premium costs being shared. The cost sharing shall be based on the Employer's contribution being seventy five percent (75%) and the Employee's contribution being twenty five percent (25%).
- (b) Benefit premiums payable under Article 27 other than Alberta Health Care Insurance, shall be waived while an Employee is in receipt of Long Term Disability.

27.05 The Employer shall advise Employees and the Union of all rate changes pursuant to Article 27.

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

27.07 **Flexible Health Spending Account (HSA)**

- (a) The Employer shall provide a Flexible Health Spending Account in the amount of Six Hundred (\$600) dollars for all Employees eligible for benefits in accordance with Article 27. The Employer shall allocate the funds for the HSA on January 1ST of each calendar year.
- (b) Any unused allocation in an Employee's Flexible Health Spending Account as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) The Flexible Health Spending Account may be utilized by Employees for purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act.
- (d) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Spending Account, the administration



of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

- (e) The Flexible Health Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Spending Account.

27.09 **Temporary and Casual Employees**

- (a) Temporary Employees in a temporary position of six (6) months or longer are entitled to the provisions of this Article subject to a six (6) month eligibility period.
- (b) This Article shall not apply to Casual Employees.

**ARTICLE 28**

**WORKERS' COMPENSATION**

28.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.

28.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.

28.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

28.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of **her, their** former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.

28.05 (a) If a ~~Full-time, Part-time or Temporary~~ **an** Employee sustains an injury in the course of **her, their** duties with the Employer and is eligible to receive Workers' Compensation, the Employee shall be paid by the Employer for the first forty-five (45) days from the date of the accident at ninety percent (90%) of the Employee's net earnings, as defined by the Workers' Compensation Board, provided **she, the Employee** assigns over to the

Employer, on proper forms, the monies due to **her them** from the Workers' Compensation Board.

- (b) If a ~~Full-time, Part-time or Temporary~~ **an** Employee sustains an injury in the course of **her their** duties with the Employer and is approved to receive Workers' Compensation, the Employee shall be paid by the Employer bi-weekly ninety percent (90%) of the Employee's net earnings, as defined by the Workers' Compensation Board, for the total period of entitlement, provided ~~she the Employee~~ **assigns** over to the Employer, on proper forms, the monies due to **her them** from the Workers' Compensation Board.
- (c) If a ~~Full-time, Part-time or Temporary~~ **an** Employee sustains an injury in the course of **her their** duties with the Employer and is eligible to receive Workers' Compensation in accordance with 28.05(a) and there has been no decision from the Workers' Compensation Board within the forty-five (45) days from the date of the accident, the Employee shall be able to access **available** sick leave credits until a decision is made regarding the claim. Employees who do not have sick leave credits available will be placed on a sick leave without pay. Employees who are placed on sick leave without pay in accordance with this Article will have their Benefit Plan Premiums maintained at the current cost share level.

28.06 The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.

28.07 The Employee shall keep the Employer updated of the progress of **her their** condition on **a** regular basis.

#### ARTICLE 29

#### SICK LEAVE

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

29.02 (a) Sick leave credits for Full-time Employees shall be earned and computed at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) days.

(b) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the

Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

- (c) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Employee shall not be entitled to apply sick leave credits to the completion of the probationary period.
- (d) For the purpose of computing sick leave accumulation, the following shall be counted as working days:
  - (i) days of work;
  - (ii) days on which the Employee is on vacation;
  - (iii) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
  - (iv) days on which the Employee is on a leave of absence without pay pursuant to the terms of this Collective Agreement not in excess of one (1) month;
  - (v) the first thirty (30) days on which an Employee is on paid sick leave or WCB.
- (e) For Part-time Employees, the sick leave entitlement under Clause 29.02(a) shall be pro-rated in accordance with their FTE.

29.03 Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time, which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

29.04 Subject to Clauses 29.01, 29.02 and 29.03 above, an Employee granted sick leave shall be paid, at **her their** Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from **her their** accumulated sick leave credits up to the total amount of **her their** accumulated credits at the time the sick leave commenced.

29.05 **Proof of Illness**

- (a) Employees may be required to submit satisfactory proof of illness, non-occupational accident, quarantine or attendance of a medical or dental appointment. Where the Employee must pay a fee for such required proof

the full fee shall be reimbursed to the Employee. Payment of sick leave benefits shall not be effected until the required substantiation has been received.

- (b) No Employee shall have **her their** services terminated or be disciplined solely by virtue of using or having exhausted **her their** sick leave credits.

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

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

(b) Sick leave shall be granted:

- (i) if an Employee becomes ill during **her their** vacation period as stated in Clause 29.07 above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;

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

(c) Notwithstanding the provisions of Clause 29.07, should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of **her their** vacation, **she the Employee** shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided **she the Employee** notifies **her their** Employer upon return from vacation and provides satisfactory proof of **her their** hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

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

- 29.08 The Employer will advise an Employee of **her their** accumulated sick leave credits when requested.
- 29.09 The Employer will recognize sick leave credits accrued within other Sites **Care Homes/Programs** of the Good Samaritan Society when an Employee transfers across sites **Care Homes/Programs**.
- 29.10 An Employee who has exhausted **her their** sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on sick leave without pay for the duration of the illness or as provided below, whichever occurs first. The Employee shall keep the Employer advised as to when **she the Employee** shall be expected back to work and shall provide the Employer with fourteen (14) days, or such shorter period of time as agreed between the Employer and the Employee, written notice of readiness to return to work; and
- (a) if the Employee is capable of performing the duties of **her their** former position **she the Employee** shall be reinstated by the Employer in the same position which **she the Employee** held immediately prior to **her their** disability at not less than the same increment in the Salary Grid and other benefits that accrued to **her the Employee** prior to **her their** disability.
  - (b) if the Employee is incapable of performing the duties of **her their** former position, a reasonable effort shall be made by the Employer to place **her the Employee** in an available position that **she the Employee** is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
  - (c) after a reasonable effort having been made pursuant to Clause 29.10(b) above, alternate employment is not available, it may be deemed that the employment relationship has ended, provided that such action is not contrary to any right conferred under this agreement or any law of Canada or Alberta. Application of Clause 29.10(c), above, shall not be construed as a violation of Clause 29.05(b) above.
- 29.11 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment and that, approved absence from duty due to such therapy or treatment shall be considered as sick leave.
- 29.12 Upon termination of employment all sick leave credits shall be cancelled and **no** payment shall be due.
- 29.13 An Employee who has exhausted **her their** sick leave credits during the course of an illness, and the illness continues, shall continue to pay **her their** share of the mandatory group insurance plan. **She The Employee** shall advise the Employer of

**her their** intent to remain on the health benefit plan in writing and shall make arrangements to pay **her their** share of the premiums in a lump sum or on a monthly basis. A failure to remit the payment required will result in cancellation of benefits.

29.14 **Temporary and Casual Employees**

Temporary Employees are not eligible for sick leave benefits, unless employed in a temporary capacity with an anticipated end date of six (6) months or longer. Casual Employees are not entitled to sick leave.

ARTICLE 30

BULLETIN BOARDS

~~30.01 The Employer shall provide a bulletin board at each Site to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and such other notices as may be of interest to the Employee. It is not the intention of the Union to post anything objectionable to the Employer. The Employer will discuss any concerns with the Union if removing any posting.~~

ARTICLE 31

DISCIPLINE AND TERMINATION

31.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be disciplined or dismissed without just cause. The procedure stated in Article 32 (Grievance Procedure) does not prevent immediate discipline or dismissal for just cause or the dismissal of an Employee serving a probation period.

31.02 ~~The Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to have a Union Representative present during any investigation or disciplinary meeting with the Employer.~~

31.03 When disciplinary action greater than a verbal warning is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action. Copies of all disciplinary letters issued shall be forwarded to the appropriate Union Representative within ten (10) calendar days giving particulars of the incident and all disciplinary notices.

31.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that **she the Employee** is aware of the disciplinary notice.

31.05 **Personnel Files**

An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that ~~her~~ **their** personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the eighteen (18) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

- 31.06 (a) Upon reasonable notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their personnel records and shall on request be provided with copies of materials contained in such records, which shall be corrected if inaccurate.
- (b) Where an Employee has requested the entire contents of the file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.

31.07 In the event, an Employee is reported to ~~her or his~~ **their** licensing body by the Employer, the Employee shall be so advised and unless otherwise requested, a written copy shall be forwarded to the appropriate Union Representative. A copy of any documentation provided to a licensing body regarding an incident shall be given to an Employee.

31.08 **Temporary Positions**

- ~~(a) A Temporary Employee shall not have the right to grieve the termination of the temporary position.~~
- ~~(b) The Employer shall provide at least seven (7) calendar days written notice of termination of her temporary position.~~
- ~~(c) A Full-time or Part-time Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 23 when no longer required in that capacity.~~

**ARTICLE 32**

**GRIEVANCE PROCEDURE**

32.01 **Definition of a Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement and may be categorized as a:

### **Individual grievance**

An individual grievance shall be defined as a dispute affecting one (1) Employee.

### **Policy grievance**

A policy grievance shall be defined as a dispute involving the question of general application or interpretation which is not properly subject to an individual or group grievance.

### **Group grievance**

A group grievance shall be defined as a dispute arising which affects more than one (1) Employee. Such grievance shall list all Employees affected by the grievance.

32.02

### **Union Steward Representation**

~~The Union Steward system is accepted in principle by the Employer and Union Stewards will be recognized as having authority to act on behalf of Employees in the bargaining unit. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.~~

~~Union Stewards shall be Employees of the Good Samaritan Society. Union Officers of Locals 042 of the Alberta Union of Provincial Employees, shall also be recognized as Union Stewards and members for the purpose of this Article. The Union Stewards shall have the right at any time to have the assistance of their Alberta Union of Provincial Employees Representative.~~

**Employees shall have the right to Union representation, in accordance with Article 9, at any step of the grievance procedure.**

32.03

### **Permission to Leave Work**

~~The Employer agrees that Union Stewards shall not be hindered, coerced or interfered with in any way in the performance of their function, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Union Steward is employed to perform work for the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Agreement. Therefore, no Union Steward shall leave her work without obtaining the permission of her manager or designate, such permission shall not be unreasonably withheld.~~

~~Union Stewards shall not suffer any loss in pay for time spent performing their duties as provided in this Collective Agreement.~~

32.03

### **Disclosure**



The parties shall at all times provide information relevant to the grievance in order to facilitate an orderly and confidential investigation of grievances, provided that provision of information does not violate the Freedom of Information and Protection of Privacy Act.

32.04

#### Procedure

It is the mutual desire of the parties hereto, that grievances of Employees shall be adjusted as quickly as possible and in the following manner and sequence. **Every effort should be made to resolve problems through dialogue at the Care Home/Program level prior to advancing to a formal written grievance and sincere attempts should be made at every level of the grievance procedure** Every effort shall be made to hold meetings and **resolve the problem(s)**, at all levels of the Grievance Procedure.

#### Step 1 - Open Informal Discussion:

An Employee (or Employees in the case of a group grievance) who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall discuss the matter with the Employee's manager (or designate) within ten (10) days of the date **she the Employee** first became aware in an effort to understand and resolve the matter if possible. The alleged problem and resolution requested shall be communicated verbally between the parties. **The Employee's manager (or designate) will respond verbally no later than five (5) days following the discussion.**

#### Step 2 - Site Care Home/Program Manager:

Within ten (10) days of the verbally communicated response at Step 1, an Employee (or Employees in the case of a group grievance), who believes that there is a problem arising out of the interpretation, application, administration or alleged violation of the Collective Agreement shall submit a grievance, in writing, including the articles and clauses alleged to be violated, the nature of the grievance and the redress requested to the Site **Care Home/Program** Manager/Administrator (or designate). ~~The Employee(s) shall have the right to be accompanied by a Union Steward or other Union Representative while discussing the matter with her Employer. The Site **Care Home/Program** Manager/Administrator (or designate) shall meet with the Grievor within (ten) 10 days of receipt of the Step 2 grievance, for the purpose of resolving the matter. A sincere attempt will be made by both parties through discussion to resolve the problem at this level. The Site **Care Home/Program** Manager/Administrator (or designate) shall respond in writing no later than ten (10) days following the meeting.~~

#### Step 3 - Director of Operations:

If the grievance is not resolved under Step 2 above, the grievance, may within ten (10) days of receiving response from the ~~Site~~ **Care Home/Program Manager/Administrator** (or designate) be presented in writing, to the Director of Operations (or designate), specifying the nature of the grievance and the redress requested. The Director of Operations shall meet with the Grievor within (ten) 10 days of receipt of the Step 2 grievance, for the purpose of resolving the matter. The Director of Operations shall render a decision in writing to the Employee with copy to the Union within ten (10) days of the meeting.

Policy Grievances, unpaid suspension(s) **of five (5) or more days**, and termination of employment grievances shall commence at Step 3, the Director of Operations within ten (10) days of the suspension, termination or of becoming aware of the dispute.

**Step 4 – Referral to Arbitration:**

If the reply of the Director of Operations (or designate) is unsatisfactory, either party to the agreement may, within ten (10) working days of the Director of Operation's reply, request, in writing, that the matter(s) be referred to arbitration.

**Optional Mediation**

The parties may mutually agree to non-binding mediation:

- (a) Either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

32.05

**Arbitration**

The party requesting arbitration shall make **her their** request in writing and shall nominate its member to the arbitration board. Within ten (10) days thereafter, the other party shall nominate its member to the board. The two (2) nominees so appointed shall attempt to choose by agreement a chairperson of an arbitration

board. If they are unable to agree upon a chairperson, then either party may request the Minister of Labour, or designate, to appoint a chairperson in accordance with the Labour Relations Code and subsequent amendments to the Code.

32.06 The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

32.07 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairperson.

32.08 The Arbitration Board by its decision shall not alter, amend, or change the provisions of this Collective Agreement but shall base its decision on the contractual rights of the parties disclosed by this agreement.

32.09 In lieu of Clause 32.05, the parties may mutually agree to substitute the single arbitrator provisions as contained in the Labour Relations Code.

32.10 During any and all proceedings outlined in this Article, the Employee(s) shall continue to faithfully perform her their duties unless she has they have been suspended or discharged.

32.11 Throughout the Article, the reference to "days" shall not include Saturdays, Sundays or Named Holidays.

32.12 The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.

32.13 (a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered conceded and shall 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 on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

32.14 **Communication**

(a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to

in this Article shall be sufficient if delivered to the Union Representative or designate.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the office of the President or authorized alternate.

32.16 **Facilities for Grievances**

The Employer shall supply the necessary facilities including meeting rooms for preparatory meetings and joint grievance meetings.

32.17 **Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

32.18 The Employer agrees to provide to the Union and update accordingly, a list of designated Employer representatives that are empowered to respond to the "Steps" in the grievance procedure.

~~32.19 The parties shall at all times provide information relevant to the grievance in order to facilitate an orderly and confidential investigation of grievances, provided that provision of information does not violate the Freedom of Information and Protection of Privacy Act.~~

**ARTICLE 33**

**SENIORITY**

33.01 Seniority for all Employees shall be defined as the date of hire into a Full-time or Part-time position in the bargaining unit. All periods of continuous service as a Casual or Temporary Employee shall be credited towards the seniority date once a Full-time or Part-time position has been established. Where two or more Employees have the same start date, the Employee with the lowest payroll number will be considered senior.

33.02 The Employer shall maintain a seniority list that includes all Full-time and Part-time Employees in the bargaining unit. The Employer will also produce a list for each Site **Care Home/Program**, listing Employees at each Site **Care Home/Program** by seniority.

33.03 Seniority shall be considered in determining:

- (a) Bargaining Unit Wide Seniority

- (i) Appointments, Promotions and Transfers, subject to the provisions specified in Article 23,
- (ii) Recall subject to the provisions specified in Article 10.
- (b) **Site Care Home/Program** Seniority
  - (i) Layoff subject to the provisions specified in Article 10,
  - (ii) Preference for vacation time in Article 25,
  - (iii) Distribution of additional hours of work specified in Article 13,
  - (iv) Distribution of overtime hours specified in Article 14.

33.04 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if she:

- (a) resigns; or
- (b) is discharged for just cause and not reinstated; or
- (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or
- (d) fails to reply to a recall notice in accordance with Article 10; or
- (e) is laid off and has not transferred to Casual status in excess of the recall period in Article 10.

33.05 The Employer will post on the Bulletin Board with copies to the Union and the Local/Chapter representatives provided pursuant to the provisions of Article-Clause 33.02, a seniority list containing the name and seniority date of each Full-time and Part-time Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority list 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.

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

33.07 Each Employee shall have seven (7) consecutive calendar days from the date the seniority lists are posted, to advise the **Site Care Home/Program**

Manager/Administrator, in writing, if ~~she~~ **the Employee** believes ~~her~~ **their** seniority date or date of hire is incorrect. In the event this occurs and the Employer and the Employee mutually agree on another seniority date or date of hire, the seniority date or date of hire shall be revised accordingly. If mutual agreement is not reached, the strict provisions of Article 33 shall apply.

33.08 Once the seniority date or date of hire has been determined, as outlined above, the seniority date or date of hire shall be considered as being established except for those names which shall be deemed to be deleted by:

- (a) application of Article 33.04;
- (b) transfer to an excluded position;
- (c) transfer to the status of a Temporary or Casual.

33.09 In the event that an Employee does not advise the Employer of an incorrect date within seven (7) consecutive calendar days of the seniority list being posted, the Date of Hire outlined in the seniority list shall apply.

33.10 Once seniority dates have been finalized for all Employees in the bargaining unit, the Employer shall post a list for each ~~Site~~ **Care Home/Program**, listing Employees by seniority.

#### ARTICLE 34

##### JOINT UNION-EMPLOYER COMMITTEES

##### UNION- EMPLOYER RELATIONS

34.01 ~~Site Based EMAC~~

- ~~(a) The parties to this agreement recognize the benefits which can be derived from an Employee Management Advisory Committee. Such Committee shall be comprised of up to three (3) members of the Union and up to three (3) representatives of the Employer.~~
- ~~(b) Such Committee shall meet at least bi-monthly.~~
- ~~(c) Should either party wish to convene a special meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least two (2) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible.~~
- ~~(d) This meeting shall be convened during working hours of all Committee members, if operational requirements permit. Union Committee members~~

will be compensated by the Employer at their Basic Rate of Pay for time spent attending the meetings.

- (e) A separate Employee Management Advisory Committee will exist for each Site covered under this Collective Agreement.

**34.02 Provincial Joint Advisory Committee**

- (a) The parties to this agreement recognize the benefits which can be derived from a Joint Advisory Committee. A Joint Advisory Committee shall be established on a province-wide basis.

The purpose of the Committee is to:

- \* build better relationships
- \* provide a forum for problem solving
- \* enhance communications

Such Committee shall be comprised of nine (9) members of the Union and nine (9) representatives of the Employer. Each party will be allowed one (1) additional advisor.

Such Committee shall meet at least every four (4) months. Should either party wish to convene a special meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least two (2) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible.

- (b) The desired functions of the Committee are to examine and make recommendations regarding the concerns of Employees and the Employer and other matters related to employment.
- (c) Union committee members shall be scheduled such that the meeting occurs on a day of work and shall experience no loss of regular earnings for attendance at the meeting.

**34.01 The Employer and the Union agree that in the exercise of each of their right and in the administration of this Collective Agreement they shall do so in good faith and in a fair and reasonable manner.**

**34.02 Joint Union - Employer Committees**

**The parties to this Collective Agreement recognize the benefits that may be derived from Joint Union - Employer Committees.**

34.04 (a) Employee Management Advisory Committee (EMAC)

The EMACs provides forum to openly discuss and consider possible solutions to Care Home/Program concerns.

- (i) Such Committee shall be comprised of up to three (3) members of the Union and up to three (3) representatives of the Employer.
- (ii) Such Committee shall meet at least bi-monthly, unless mutually agreed by the Union and the Employer.
- (iii) This meeting shall be convened during working hours of all Committee members, if operational requirements permit. Union Committee members will be compensated by the Employer at their Basic Rate of Pay for time spent attending the meetings.
- (iv) A separate Employee Management Advisory Committee will exist for each Care Home/Program covered under this Collective Agreement.
- (v) The desired functions of the Committee are:
  - To promote communication, mutual respect, and understanding of Care Home/Program based issues;
  - To promote fuller understanding and confidence between Managers and Employees and to maintain harmonious relations;
  - To discuss ways and means of improving employee/management relations, work methods and conditions of work, staff development and education, and new procedures at the Care Home/Program; and
  - To inform and receive details of operational changes.

(b) Provincial Joint Advisory Committee (JAC)

A Joint Advisory Committee shall be established on a province-wide basis. The JAC provides a forum to build better relationships, engage in problem solving and enhance communications.

- (i) Such Committee shall be comprised of nine (9) members of the Union and nine (9) representatives of the Employer. Each party will be allowed one (1) additional advisor.



- (ii) Such Committee shall meet at least every four (4) months. Should either party wish to convene a special meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least two (2) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible.
- (iii) Union Committee members shall be scheduled such that the meeting occurs on a day of work and shall experience no loss of regular earnings for attendance at the meeting.
- (iv) The desired functions of the Committee are to:
  - examine and make recommendations regarding the concerns of Employees and the Employer and other matter related to employment;
  - review and approve the Terms of Reference of the Care Home/Program EMACs; and
  - review/reference of Care Home/Program EMAC meeting minutes as deemed necessary and with anonymity.

#### ARTICLE 35

##### PERFORMANCE APPRAISALS

- 35.01 (a) Employees shall receive a written performance appraisal on a regular basis in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours notice. At the interview the Employee shall be given a copy of her their performance appraisal document. The Employee shall sign her their performance appraisal for the sole purpose of indicating that she the Employee is aware of their performance appraisal, and shall have the right to respond in writing within twenty (20) calendar days of the interview and that reply shall be placed in her their personnel file.
- 35.02 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

#### ARTICLE 36

##### RESIGNATION

36.01 An Employee shall provide to the Employer fourteen (14) calendar days' notice of her the Employee's desire to resign from her their employment.

36.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she the Employee is entitled on the next pay day following the day on which she the Employee terminates her their employment.

36.03 An Employee who is absent for two (2) consecutive days without notifying the Employer shall be considered to have resigned unless a satisfactory reason is provided.

#### ARTICLE 37

##### COMMITTEE PARTICIPATION

37.01 Except as otherwise provided in this Collective Agreement, an Employee (or her their alternate) who is a member and is required to attend meetings of a committee established by the Employer, shall be paid at the applicable rate of pay for attendance at such meetings.

#### ARTICLE 38

##### EXTENDED HOURS OF WORK

38.01 The Employer and the Union have agreed to implement a system employing an extended work day under Clause 13.02. The list of areas and classifications may be amended from time to time by agreement of the parties.

38.02 The Employer agrees to provide the Union with a list of all areas and classifications for which an extended work day under Clause 13.02 was in effect on the date this Collective Agreement begins to operate.

38.03 Any agreement made pursuant to Clause 38.01 above, may be terminated by either party to this Collective Agreement providing to the other party twelve (12) weeks' notice in writing of such intent. Upon receiving notice the parties may meet to discuss reducing the 12 week period to a mutually agreeable shorter time frame.

38.04 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when an extended work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the parties.

38.05 Employees working extended hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the

hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.

- (a) Amend Clause 25.08 (c) as follows:

For Full-time Employees working extended hours

- (i) during the first (1<sup>st</sup>) to the third (3<sup>rd</sup>) years of such employment, an Employee earns a vacation of one hundred sixteen point two five (116.25) hours;
- (ii) during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) year of such employment, an Employee earns a vacation of one hundred fifty-five (155) hours;
- (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) year of such employment, an Employee earns a vacation of 193.75 hours;
- (iv) during the twenty-fifth (25<sup>th</sup>) to thirty-fourth (34<sup>th</sup>) years of such employment, an Employee earns a vacation of two-hundred thirty-two point five (232.5) hours;
- (v) during the thirty-fifth (35<sup>th</sup>) and subsequent years of such employment, an Employee earns a vacation of two-hundred seventy-one point two five (271.25) hours.

Upon reaching the employment anniversaries of 20, 25, 30 and 35 years of continuous service a Full-time Employee working extended hours shall have earned an additional thirty-eight point seven five (38.75) hours of vacation with pay which may be taken as vacation or may be paid out as a lump sum bonus payment.

- (b) Clause 26.03 (a), (b), (c), in accordance with Clause 38.05 above, day is converted to produce the equivalent hours of benefits and entitlements as if the hours of work had not been extended. That is, a Full-time Employee shall receive seven point seven five (7.75) hours in **her** **their** stat bank.
- (c) Amend Clause 29.02 (a) as follows: a Full-time Employee working extended hours shall earn eleven point six three (11.63) hours of sick leave per month to a maximum credit of nine hundred and thirty (930) hours.

#### ARTICLE 39

#### TECHNOLOGICAL CHANGE

- 39.01 (a) When the Employer is considering the introduction of technological change the Employer shall provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects on Employees.
- (b) This notice shall be given to the Union fifty-six (56) calendar days, or longer when possible, prior to the introduction of a technological change.
- (c) If full details of the impact of the planned change are not available within the time limit noted above, the Employer agrees to disclose information as it becomes available.

39.02 All new classifications or positions, within the scope of the bargaining unit, created as a result of technological change, or, current job classifications, which are changed as a result of technological change and continue to be appropriate to the bargaining unit, shall be included in the bargaining unit. A rate of pay for all new classifications within the bargaining unit shall be negotiated between the Union and the Employer for the new classifications created by such technological change.

- 39.03 (a) No Employee shall be terminated by the Employer because of technological change.
- (b) Article 10 (Layoff/Recall Procedure), shall apply if any reduction in Employee's regularly scheduled hours of work occurs due to technological change.

39.04 The Employer, in cooperation with the Government, may participate in training or retraining any Employee thus affected by technological change.

ARTICLE 40

PREMIUMS

40.01 Charge Pay

Where the Employer designates a Licensed Practical Nurse to assume responsibility in the absence of the Manager, **she the Employee** shall be paid an additional one dollar and twenty-five (\$1.25) cents per hour.

40.02 Preceptor Pay

- (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training programs, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional sixty five cents (\$0.65) per hour. The Employer will give consideration to those

Employees who express interest in participation in this program.

- (b) A Licensed Practical Nurse assigned by the Employer to provide clinical preceptorship as determined by the Site **Care Home/Program** Manager/Administrator shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.

40.03 **Training and Development**

- (a) Any Employee assigned by the Employer to provide training and development to other Employees shall receive an additional sixty-five cents (\$0.65) per hour for all hour spent in training while on shift. The Employer reserves the right to determine Employees who provide training and development and will give consideration to those Employees who express an interest in participation in this program.
- (b) The orientation period as per Clause 19.02 shall not be considered part of the training and development program.

**ARTICLE 41**

**PROFESSIONAL FEES**

41.01 An Employee shall be eligible for reimbursement of dues paid to **her their** Professional College, to a maximum of one hundred twenty five dollars (\$125.00), if:

- (a) At the beginning of **her their** next registration year, **she the Employee** has an active registration in **her their** Professional College, and requires such active registration to perform **her their** duties; and
- (b) She has accumulated a minimum of eight hundred nine (809) hours actually worked in the registration year.
- (c) Employee reimbursement shall be paid on or before January 31st in any given year.

**ARTICLE 42**

**VOLUNTEERS**

42.01 The Union recognizes that the Employer is non-profit organization which involves the participation of volunteers in order to achieve it's objectives.

42.02 "Volunteers" means persons who contribute to the mission and the vision of the

Good Samaritan Society by donating specific services without receiving financial remuneration.

42.03 The purpose of volunteer services is to enhance the well-being and the care to residents and their families.

42.04 The Union agrees that this Collective Agreement shall in no way interfere with the role of volunteers.

42.05 Volunteers shall not replace or displace any Employee or reduce the hours of work for any Employee, or be assigned to or perform bargaining unit work.

#### ARTICLE 43

#### CALL-BACK

43.01 An Employee who is called back and required to return to work outside of the Employee's regular scheduled hours shall be paid either;

- (a) the overtime rate as specified in Article 14 for all hours worked; or
- (b) four (4) hours at the Basic Rate of Pay; whichever is greater.

43.02 An Employee who is called back to a Site **Care Home/Program** pursuant to this Article shall be reimbursed for reasonable transportation expenses at the rate in Clause 20.01 from the Employees residence to the Site **Care Home/Program** and return.

#### ARTICLE 44

#### ON-CALL DUTY

44.01 On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.

44.02 For each assigned hour of authorized on-call duty, an Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
- (b) on scheduled days off and Named Holidays, the sum of four dollars and twenty-five cents (\$4.25) per hour. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

44.03 Approval or authorization for on-call duty and the procedures, which are to be

followed by the Employee shall be prescribed by the Employer.

44.04 An Employee will be supplied a communication device by the Employer for the purposes of on-call duty. Any such device is to be provided at no cost to the Employee.

44.05 **Telephone Consultation**

When an Employee on on-call Duty is consulted by telephone the Employee shall be paid at overtime rates for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

44.06 **Call-In**

- (a) When an Employee has been assigned on call duty and is called into the Site **Care Home/Program** to work, the Employee shall be paid at the applicable rate of pay for all hours worked.
- (b) An Employee who is called into a Site **Care Home/Program** pursuant to this Article shall be reimbursed for reasonable transportation expenses at the rate in Article 20 from the Employee's residence to the Site **Care Home/Program** and return.

## LETTER OF UNDERSTANDING #1

### **Re: ~~Student Summer Employment~~ Subsidized Employment Programs**

Whereas the Parties recognize the value of work experience to ~~post-secondary Students during the period between May 1 and September 1, inclusive,~~ and wish to continue the Employer's practice of making Student summer **providing** employment opportunities available during this time **to individuals under a subsidized employment program (e.g., Canada Summer Jobs).**

**Now therefore the Parties agree to the following provisions regarding employment of persons under a subsidized employment program (the "Program").**

1. ~~Students~~ **Individuals hired under a Program** shall not displace Employees in the bargaining unit, and the parties shall agree upon the application of the following each calendar year.

The Parties agree to the following:

2. A "Student", **for the purpose of this Letter of Understanding**, shall be defined **in accordance with the terms of the Program**, as a Student enrolled in a secondary or post-secondary educational program who is returning to school in the fall.
3. The Employer may hire Students **for those weeks or months designated in the Program**, ~~for the traditional secondary or post-secondary educational institution summer break of May 1 to September 1, inclusive, during each year (Summer Break).~~
4. Students **shall be employed in accordance with the Program** hired for part or all of a Summer Break shall be employed according to a recognized federal and/or provincial Student summer employment subsidization program (For example, Alberta Summer Temporary Employment Program (STEP) and Canada Summer Career Placements).
5. A "Student" **hired under a Program** shall be included in the bargaining unit and shall be considered a Casual Employee under the Collective Agreement and shall be subject to the applicable provisions of the Collective Agreement.
6. The Union will be supplied annually by May 1, with a list of all Student ~~Employees,~~ classification and work location employed under the terms of this Letter of Understanding.
7. This Letter of Understanding expires on ~~March 31, 2017~~ **June 30, 2024**, or the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



\_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**Re: Communication in Advance of Organizational Change**

For the term of the Collective Agreement expiring June 30, 2017 **2024**, where the Employer has decided on an organizational change that will result in the contracting out of services and which change will result in the layoff of Employees, the Employer will give the Union ninety (90) days' notice writing regarding the impending organizational change. The Employer will then meet with the Union within thirty (30) days of the aforementioned written notice to discuss the organizational change.

Nothing in this Letter commits the Employer to any alternative plan, and nor does it amend or otherwise impose upon the Employer's management rights under the Collective Agreement, including, but not limited to, effecting organizational change(s). This Letter is intended only to set out a means for the parties to dialogue on impending organizational change(s).

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #3

Re: Job Sharing

The Parties hereby agree that a request for "Job-Sharing" shall be made in writing to the Site Care Home/Program Manager/Administrator with a copy to AUPE. Upon approval of such request the following principles shall apply:

- (a) ~~1. the proposal~~ **The request** will not negate any terms and conditions in the Agreement; and any modifications must be specified in writing, including the positions or ~~individuals~~ **Employees** to whom it will apply.
- (b) ~~2. such a proposal~~ **A request** may only be implemented where the Employer, the Employees and the Union have agreed in writing to the terms and may only be changed by mutual agreement of the Parties. Wherever possible, sixty (60) calendar days notice will be provided for any change in terms.
- (c) ~~3. once the proposal~~ **Once the request** has been agreed to, a signed copy of the "Job-Sharing" agreement will be provided to all Parties.
- (d) ~~4. the~~ **The** "Job-Sharing" agreement shall continue for one (1) calendar year unless otherwise mutually agreed to and the Parties may renew the agreement. Factors to be considered prior to renewal of specific job-share agreements include operational effectiveness, reliability and cost.
- 5. This Letter of Understanding expires on June 30, 2024, or the date of ratification of the next Collective Agreement, whichever is later.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## LETTER OF UNDERSTANDING #4

### Re: Severance

#### **Purpose**

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

#### **Severance Offering and Eligibility**

2. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending June 30, ~~2017~~ 2024, or upon ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of AUPE certified Full-time and Part-time Employees within a separate certified bargaining unit covered by this Collective Agreement.
  - (b) Employees on full layoff will not be eligible to apply for the Program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
  - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of AUPE certified Full-time and Part-time Employees.
4. The Program, when offered by the Employer, will be open to all eligible Part-time and Full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:
  - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - Regular salary = (regularly scheduled hours of work as at date of application for the Program) x (Basic Rate of Pay).

- For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

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**Severance Approval**

- 6. (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Full-time or Part-time Employee's Full-time Equivalent (FTE), or a comparable FTE.
- (c) Program transfers affecting other bargaining units may be taken into account when assessing comparable FTEs.
- (d) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

**Operation of the Program**

- 7. An Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
- 8. Full-time and Part-time Employees whose applications for the Program are approved will terminate their employment and have no right to recall under Article 10: Layoff/Recall.
  - (a) Employees whose application for severance are approved will not be eligible for rehire by the Employer, for the period of the severance.
  - (b) The Employee may be considered for rehire by the Employer provided they repay the severance that was received, or, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

This Letter of Understanding shall expire on June 30, 2017 ~~2017~~ **2024** or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING #5**

**Re: Local Authorities Pension Plan**

It is agreed by the parties that:

- (a) Subject to any change in law or regulations or policies of the pension plan administrator, Employees working in regular positions who are participating in the Local Authorities Pension Plan as of the date of ratification shall continue to participate in the Local Authorities Pension Plan.
- (b) Should there be any change in law, regulations or policies of the pension plan administrator, the Employer will meet with the Union to discuss impacts on affected employees.

**This Letter of Understanding expires on June 30, 2024, or the date of ratification of the next Collective Agreement, whichever is later.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**LETTER OF UNDERSTANDING #6**

**Re: Bargaining Unit Exclusions**

The parties agree that the following positions are excluded from the bargaining unit:

1. Persons who perform managerial duties or perform in a confidential capacity regarding labour relations.
2. Regional staff, including Administrative Assistant, Regional Administrative Assistant, Regional Education Staff, Regional Human Resources Staff, and Directors of Operations.
3. Administrative Assistant ~~and Chaplain~~ at Garden Vista in Magrath.
4. Chaplains.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**LETTER OF UNDERSTANDING #7**

**Re: Legal Indemnification**

The Employer will maintain comprehensive general liability and medical malpractice insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

In accordance with the certificate of insurance, the Employer shall provide legal representation for matters arising out of the performance of an Employee's assigned duties.

**This Letter of Understanding expires on June 30, 2024, or the date of ratification of the next Collective Agreement, whichever is later.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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LETTER OF UNDERSTANDING #8

Re: Employment Insurance Rebate Monies

The parties agree that the Employees' share of Employment Insurance Rebate Funds shall be placed in the applicable Social Fund and administered by a Site **Care Home/Program** Social Committee comprised of representatives from the Union Employees and the Non-union Employees.

**This Letter of Understanding expires on June 30, 2024, or the date of ratification of the next Collective Agreement, whichever is later.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

LETTER OF UNDERSTANDING #9

Re: Retroactivity

Whereas the Parties have ratified a new collective agreement dated up to and including June 30, 2017, **2024**.

And whereas the current collective agreement contains the following:

ARTICLE 16

RETROACTIVITY

16.01 Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the Union, would be eligible to receive retroactively any increase in salary which **she the Employee** would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding agreement and thirty (30) days after the signing of this Agreement, a written application for such retroactive salary.

And it is the desire of the parties to expedite resolution of all matters concerning the implementation of the collective agreement

The Parties agree to the following:

1. Retroactivity shall be paid to all terminated employees who have applied in writing within ninety (90) days of the date of ratification.
2. This Letter of Understanding expires on June 30, **2017, 2024** or the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #10

Re: Article 38 – Modified Hours of Work (Subject to Errors and Omissions)

**APPENDIX B – Extended Hours of Work**

The parties agree that in accordance with Article 38 of the GSS/AUPE/GSS Consolidated **Continuing Care** Collective Agreement, a modified **extended work** day shall be in effect at the following Sites: **Care homes and/or programs.**

---

**CHOICE Zetter, Edmonton**

Licensed Practical Nurse

**Clearwater Centre, Rocky Mountain House**

Assisted Living Worker

Food Service Aide

Health Care Aide

Licensed Practical Nurse

**Dr. Gerald Zetter Care Centre, Edmonton**

Licensed Practical Nurse

**Garden Vista, Magrath**

Assisted Living Worker

Licensed Practical Nurse

**George Hennig Place**

Assisted Living Worker

**Good Shepherd Home, Westaskiwin**

**Health Care Aide**

**Licensed Practical Nurse**

**Cook 1**

**Cook 2**

**Lee Crest, Cardston**

— Health Care Aide

— Licensed Practical Nurse

Cook 1

— Cook 2

**Lee Crest, Cardston**

Health Care Aide  
Licensed Practical Nurse

**Linden View, Taber**

Assisted Living Worker  
Licensed Practical Nurse

**Mill Woods Care Centre, Edmonton**

Unit Clerk

**Mountain View Centre, Hinton**

— Cook  
— Health Care Aide

**Park Meadows Village, Lethbridge**

Health Care Aide  
Licensed Practical Nurse

**Pembina Village, Evansburg**

Food Service Aide  
**Licensed Practical Nurse**  
Supportive Housing Worker

**Prairie Ridge, Raymond**

Assisted Living Worker  
Licensed Practical Nurse

**Southgate Care Centre, Edmonton**

**Cook 1**  
**Food Service Aide**  
Licensed Practical Nurse

**Spruce Grove Care Centre, Spruce Grove**

Assisted Living Worker

**Stony Plain Care Centre, Stony Plain**

Cook  
Food Service Aide  
Health Care Aide  
Licensed Practical Nurse

**Wedman House and Wedman Village, Edmonton**

Assisted Living Worker

Cook 1

Licensed Practical Nurse

**West Highlands Centre and Estates, Lethbridge**

Health Care Aide

Licensed Practical Nurse

The parties agree that the above list of areas and positions shall be in effect and shall only be amended by agreement of the parties.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX "A" – REGISTERED NURSES**

**Overtime Rates for Registered Nurses**

- 1.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.
  - (b) The Employer shall designate an individual for each Site **Care Home/Program** who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
  - (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31<sup>st</sup> in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31<sup>st</sup>, and shall not be unreasonably denied.
  - (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 1.02 The overtime rate of two times (2X) the applicable basic hourly rate shall be paid for overtime worked.

- 1.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports to work.

**Vacation Entitlement - Nursing Staff**

- 2.01 (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay.
- (b) Such earned vacation entitlement can be taken on an "use as accrued" basis.
- (c) The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
- (i) during the first (1<sup>st</sup>) year of employment an Employee earns vacation of fifteen (15) working days;
  - (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment an Employee earns vacation of twenty (20) working days;
  - (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment an Employee earns vacation of twenty-five (25) working days; and
  - (iv) during each of the twentieth (20<sup>th</sup>) to thirty fourth (34<sup>th</sup>) years of employment an Employee earns vacation of thirty (30) working days.
  - (v) during each of the thirty fifth (35<sup>th</sup>) and subsequent years of employment an Employee earns vacation of thirty-five (35) working days.
- 2.02 Casual and Temporary Employees with less than one (1) year service shall be paid bi-weekly, in addition to their earnings:
- (a) six percent (6%) of their earnings during the first (1<sup>st</sup>) year of employment;
  - (b) eight percent (8%) of their earnings during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment;
  - (c) ten percent (10%) of their earnings during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment;
  - (d) twelve percent (12%) of their earnings during the twentieth (20<sup>th</sup>) to thirty-fourth (34<sup>th</sup>) years of employment.
  - (e) fourteen percent (14%) of their earnings during thirty fifth (35<sup>th</sup>) and subsequent years of employment.

### 2.03 Supplementary Vacation

The supplementary vacation as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

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**Education Allowances - Nursing Staff**

3.01 The Employer recognizes courses, diplomas and degrees relevant to exclusive nursing practice granted by a bona-fide post secondary education institution.

<u>Course</u>	<u>Hourly Allowance</u>
Clinical Certification	.50 cents
Active Registration in the AARN plus active registration in the PNAA	.50 cents
Certificate in Nursing Unit Administration	.50 cents
CNA Certificate in Gerontology	.70 cents
University Baccalaureate Degree, Nursing	\$1.25

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**LOCAL CONDITIONS AT SOUTHGATE CARE CENTRE IN EDMONTON:**

1. ~~The parties agree to amend Article 13.03 (i) and (iv) -- Shift Schedules at the Southgate Care Centre as follows:~~
  - (a) ~~It is agreed that the parties will implement a modified shift schedule waiving the fifteen and one half (15 1/2) hours, for the Southgate Care Centre Recreation Department, by mutual agreement between the Employer and the Union.~~
  - (b) ~~It is agreed that employees will have no less than thirteen (13) hours off between shifts.~~
  - (c) ~~If either party wishes to terminate this agreement, twelve (12) weeks notice shall be provided to the other party in writing.~~
  - (d) ~~In the event a new Recreation Therapy Aide is hired into the department, this local condition will be reviewed by the Employer and the Union.~~
  - (e) ~~The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within the mutual agreement, all other Articles of the Collective Agreement shall remain in effect.~~

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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\_\_\_\_\_

Witness

Witness

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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