

[點城華埠護理中心](#)

Edmonton Chinatown Care Centre



**COLLECTIVE AGREEMENT**

**BETWEEN**

**CHINATOWN MULTI-LEVEL CARE FOUNDATION**

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**ON BEHALF OF LOCAL 047 CHAPTER 029**

**October 1, 2018 to March 31, 2024**

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COLLECTIVE AGREEMENT made this 27<sup>th</sup> day of October, 2022

between

CHINATOWN MULTI-LEVEL CARE FOUNDATION  
(EDMONTON CHINATOWN CARE CENTRE)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

PREAMBLE

It is the mutual desire and intent of the Parties to:

- (i) Protect the interests of Residents, Employees and the Employer;
- (ii) Maintain harmonious relations between the Employer and the Union;
- (iii) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (iv) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (v) Recognize the uniqueness of the Employer's operations;
- (vi) It is the intent of the Parties to ensure the best possible provision of services and quality of care to residents.

**ARTICLE 1**

**TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date of ratification up to and including March 31, 2024 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.

1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

1.03 **Changes in Legislation**

In the event that any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

1.04 **Strikes and Lockouts**

The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

1.05 **Notices**

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:

9539- 102 A Avenue  
Edmonton, AB, T5H 0G2

And in the case of the Union to:

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

**ARTICLE 2**

**DEFINITIONS**

2.01 "Anniversary Date" means the date an Employee commences employment as an Employee and is subject to change upon transfer or promotion to another classification within this Agreement. The revised Anniversary Date is effective on the date of transfer or promotion

2.02 "Arbitration and Adjudication" takes its meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.

2.03 "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.

- 2.04 “Basic Rate of Pay” means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 (a) “Centre” means the Edmonton Chinatown Care Centre as identified in the Preface of this Collective Agreement.
- (b) “Site” means the buildings owned or operated by the Employer.
- 2.06 “Code” means the *Labour Relations Code*, as amended from time to time.
- 2.07 “Continuous Service” means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.
- 2.08 “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) “Regular Employee” is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
- (i) “Full-Time Employee” is one who is regularly scheduled to work the full specified hours in Article 13: Hours of Work;
- (ii) “Part-Time Employee” is one who is regularly scheduled for less than the normal hours specified in Article 13: Hours of Work.
- (b) “Casual Employee” is one who:
- (i) works on a call in basis and is not regularly scheduled, or
- (ii) relieves for absences and replaces an Employee for the duration of which is three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a Full-Time or Part-Time position:
- (i) for a specific job of more than three (3) months but less than six (6) months; or
- (ii) to replace a Full-Time or Part-Time Employee who is on maternity/parental leave up to seventy-eight (78) weeks or adoption leave up to sixty-two (62) weeks; or
- (iii) to replace a Full-Time or Part-Time Employee who is on a leave permitted under the Alberta *Employment Standards Code/Regulation*; or
- (iv) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
- (v) 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.
- (d) “Regular” means permanent employment.
- Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.09 "Employer" means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre.
- 2.10 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context requires otherwise.
- 2.11 "FTE" means Full-Time equivalent.
- 2.12 "Registration and Practice Permit" takes meaning from the *Health Professions Act*, Alberta Regulation 81/2003, *Licensed Practical Nurse Profession Regulation* as amended. Registration is not membership in the Union.
- 2.13 (a) "Shift" means a daily tour of duty excluding overtime hours.  
(b) "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.
- 2.14 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.15 (a) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.  
(b) "Union Steward" means an Employee authorized to represent another Employee in the administration of the Collective Agreement.
- 2.16 "Local" / "Chapter" means the Local of AUPE.  
"Local/Chapter Officers" means an Employee elected to represent the membership in the workplace.
- 2.17 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Monday.
- 2.18 "Shall" means must.
- 2.19 "Bargaining Unit" shall mean the unit of auxiliary nursing care employees as described on the Labour Relations Board Certificate.
- 2.20 (a) "Position" shall mean:  
(i) the employment status;  
(ii) the classification; and  
(iii) Full-Time equivalency (FTE).  
(b) "Position Code" means the assigned hours of work, scheduled days of work and the scheduled days of rest for a complete cycle for the position.
- 2.21 "Status" shall mean either Full-Time or Part-Time or temporary or casual.
- 2.22 "Classification" shall mean job title and pay scale established for the job title.
- 2.23 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the employee to the normal Full-Time bi-weekly hours defined at Article 13 - Hours of Work in this agreement.
- 2.24 "Parties" shall mean AUPE and the Chinatown Multi-Level Care Foundation.

- 2.25 “Licensed Practical Nurse” shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA).
- 2.26 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.27 For the purpose of applying the terms of this Collective Agreement a day shall be a calendar day beginning at 00:01 and ending at 23:59.

**ARTICLE 3**  
**RECOGNITION**

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 (a) The Union shall have exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit composed of those employed in employment classifications identified in the Salaries Schedule appended hereto, and to bind them by a Collective Agreement.
- (b) 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*.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.
- 3.04 Employees shall be permitted to wear a lapel size pin representative of their Union during all hours of employment. The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to Article 36: Dress Code.
- 3.05 (a) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers and Union Stewards as representatives of Employees in certain matters. The Union shall provide the Employer with a current list of the Officers and Union Stewards’ names.
- (b) Union representatives are representatives of the Employees in all matters pertaining to this collective agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of the Collective Agreement and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement.
- 3.06 The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Executive Director or their designate.

- 3.07 Union membership meetings may be held on Employer premises subject to the approval of the Employer. Union activities are not to be carried on at the Employer's premises which interfere with the Employer's operations and the care of residents. The prior permission of the Employer is required for Union activities to take place on the Employer's premises.
- 3.08 Employees and the Local/Chapter shall have the right to request the assistance of a Union Representative in dealing with or in negotiating with the Employer.
- The Employer shall provide a Union-exclusive Bulletin Board at each Site or facility, to be placed, in accessible locations. The Bulletin Boards shall be a size large enough for effective communications and information upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 3.09 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.
- 3.10 (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation by the Union on the Employer's time.
- (b) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees.
- 3.11 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.
- 3.12 Legislation, Policies and Collective Agreement
- In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or the Government of Canada applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.13 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.14 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter that is covered by the Employer's policies, regulations, guidelines, directives or memorandum, the Collective Agreement shall apply.

## ARTICLE 4

### UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Membership in the Union is compulsory which includes all current employees who must join and maintain membership in good standing. Future employees must join the Union within thirty (30) days of commencing employment and maintain membership in good standing. The only exception to Section 29(2) of the Province of Alberta's *Labour Relations Code* for religious conviction or belief.
- 4.02 (a) Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15<sup>th</sup>) of the month following. The remittance shall be accompanied by an electronic listing, which provides each Employee's:
- (i) name;
  - (ii) employee number;
  - (iii) hourly rate of pay;
  - (iv) dues remitted;
  - (v) gross earnings;
  - (vi) phone number;
  - (vii) mailing address;
  - (viii) start date;
  - (ix) classification;
  - (x) status (Full-Time, Part-Time, Temporary, Casual);
  - (xi) seniority (Regular Employees); and
  - (xii) FTE (full-time equivalency).
- The electronic list will indicate employees whose employment ended in the month and whether the Employee is on long-term disability or other long term absence. A long-term absence is when an employee is absent in excess of six (6) consecutive months.
- (b) Employees are to keep their contact information up to date with the Employer
- (c) Each month the Employer shall provide the Union Local/Chapter Chairperson a list of newly hired Employees for positions in the Bargaining Unit.
- 4.03 Where the Employer's management information system permits the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

- 4.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.
- 4.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 5

### MANAGEMENT RIGHTS

- 5.01 The Employer retains all rights not specifically limited by this Collective Agreement.
- The Union recognizes that Employees are required to follow the lawful instructions of the Employer.
- 5.02 Without limiting the generality of the foregoing, the AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
  - (b) Direct the workforce and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
  - (c) Take measures for the orderly, efficient and economic operation of the Employer's business;
  - (d) Determine manpower requirements, directing the workforce, assigning shifts and scheduling Employees
  - (e) Hire, promote, demote, transfer, layoff and recall Employees;
  - (f) The right to discipline, suspend or discharge for just cause.

## ARTICLE 6

### NO DISCRIMINATION, HARASSMENT, WORKPLACE VIOLENCE

- 6.01 Respect and dignity for all persons is recognized in the workplace. The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment, sexual harassment and workplace violence are not tolerated. There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party (the Employer or the Union) by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender expression, gender identity, ancestry, place of origin, family status, source of income, sexual orientation, marital status, physical disability, mental disability, nor by reason of membership or activity in the Union, nor in respect of an Employee or the Employer exercising any right conferred under this Agreement or any law of Alberta or Canada.

- (a) The foregoing does not apply to a refusal, limitation, specification or preference which is based on a bona-fide occupational requirement. The other exemptions in the *Alberta Human Rights Act* also apply.
- 6.02 Summary notices are to be posted in the workplace advising that discrimination, harassment, sexual harassment and workplace violence are prohibited.
- 6.03 In this collective agreement, harassment is vexatious comment or inappropriate conduct or action that is unwelcome verbal or physical offensive conduct which is harmful to an individual related to the grounds of discrimination noted above or which otherwise occurs, where the offender knew or ought to have reasonably known that such conduct was offensive and harmful to another person. It may be a pattern of such conduct or a single incident of such conduct. It may be hostile or other inappropriate conduct which is offensive and intimidating. Harassment may cause embarrassment, humiliation and may interfere with a person's performance, detrimentally affects the work environment or leads to adverse job-related consequences to the complainant.
- 6.04 In this collective agreement, sexual harassment in the workplace is behaviour of a sexual nature which occurs from verbal or physical conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance, detrimentally affects the work environment or leads to adverse job-related consequences to the complainant.
- 6.05 In this collective agreement, workplace violence is the threatened, attempted or actual conduct of a person which causes or is likely to cause physical or psychological injury or harm, which the individual knew or ought to have known was not appropriate.
- 6.06 When circumstances permit, the offender should be given the opportunity to cease the inappropriate conduct. The Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and should advise the offender that the offender's actions are unacceptable, offensive, harmful or improper.
- 6.07 If the Employee is uncomfortable or feels intimidated about confronting the offender, or the offender continues the inappropriate conduct after being advised it is inappropriate, the Employee will report the incident directing to their immediate supervisor, manager, Human Resources, or the Executive Director and an investigation will be conducted by the Employer. In addition, the Employee may advise a Union Representative or Union Steward. When circumstances permit, the Union Representative or Union Steward may confirm with the Employer the concerns raised by the Employee to ensure the Employer is aware of them.
- 6.08 The Employer is to conduct an investigation into a complaint of discrimination, harassment, sexual harassment or workplace violence. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer against the offender. The Employer shall advise the complainant of the outcome of the investigation.
- 6.09 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making the complaint, disciplinary action may be taken against the Employee, up to and including discharge.

- 6.10 The context and surrounding circumstances are to be considered for incidents of discrimination, harassment, sexual harassment and workplace violence. The seriousness of the inappropriate conduct is considered.
- 6.11 All complaints will be dealt with promptly and in a confidential manner by the Employer. Investigations into such complaints are to be completed as soon as reasonably practicable. The Employer is to make reasonable efforts to complete the investigation within three (3) months of being made aware of the complaint by a complainant. When the investigation is taking more than three (3) months to be completed, the complainant and the Union Representative or Union Steward is to be advised of the status of the investigation every three (3) months.
- 6.12 Reasonable measures are to be taken by the Employer and the Union to educate Employees about discrimination, harassment, sexual harassment or workplace violence in the workplace.
- 6.13 The Employer's investigation into a complaint of discrimination, harassment, sexual harassment or workplace violence does not prohibit an Employee from filing a grievance or filing a complaint with the Alberta Human Rights Commission.

## ARTICLE 7

### IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT

- 7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.
- (b) The Employer will conduct in-service or development program courses or seminars which will not result in staffing or workload concerns. The Employer shall ensure that "sufficient" staff are scheduled to provide appropriate resident care and to replace the employee(s) that attend the course or seminar.
- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (a) CPR (when established by the Employer as a mandatory qualification);
  - (b) Emergency Preparedness [including Fire, evacuation and disaster procedures];
  - (c) Proper lifting and prevention of back injuries;
  - (d) Workplace Hazardous Materials Information System (WHMIS);
  - (e) occupational health & safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains;

- (f) prevention of resident abuse, *Protection for Persons in Care* and regulations; privacy and client confidentiality;
- (g) dementia care training, prevention and management of staff abuse.

7.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

- 7.04 (a) Employees who, with the prior approval of their Supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance. An Employee who is required to attend a training course or seminar, shall be paid at the applicable rate of pay for attendance at such a meeting, or granted equivalent time off in lieu.
- (b) Employees who, with the prior approval of the Employer, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (c) The Employer shall make available in each Centre a combination of no fewer than five (5) current nursing-related journals and Health and Safety journals, or their electronic equivalent.

7.05 Professional Development

Upon written advance request and sufficient notice by Regular Employees designated pursuant to the *Health Professions Act* as amended; and when operational requirements permit, the Employer will not unreasonably deny three (3) professional development days (based upon the Employee's FTE) annually for professional development at the basic rate of pay.

The professional development days must be related to the provision of care to the residents at the Centre each year, from January 1 through December 31.

7.06 An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

**ARTICLE 8**

**PROBATIONARY PERIOD**

8.01 A New Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked, following the commencement of each period of continuous service. Upon consultation with the Union, the probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked.

- (a) During the probationary period, the Employee's employment may be terminated without notice or pay in lieu thereof, subject to the provisions of the *Employment Standards Code*.
- (b) The Employer is to evaluate the Employee during the probationary period. The written performance evaluation is to be reviewed with the Employee at approximately the mid-point of the probationary period.

- 8.02 For new Employees, the Employer shall provide a paid orientation period of up to four (4) shifts. The orientation shall include a unit orientation of one (1) shift. There are two units: long-term care or designated assisted living. The orientation shall also include a general orientation of one (1) shift. The unit orientation and the general orientation may be at different times. The orientation may include information about the workplace, policies and procedures.
- (a) When an Employee has not worked on a unit for one (1) year, the Employer shall provide a paid orientation of one (1) shift for an Employee who is assigned to a position from long-term care to designated assisted living, or vice versa. If an Employee has not worked on a unit for less than one (1) year, the Employer may provide some orientation to the Employee who is assigned to a position on the unit. The purpose of such orientation is to familiarize the Employee with residents and procedures on the unit. The foregoing does not apply when an Employee from one unit is filling in on another unit for an Employee who is absent for a short duration or when there is an emergency or unforeseen or unpreventable circumstances beyond the control of the Employer.
- (b) No Employee is expected to work without paid orientation.
- 8.03 Subject to Article 10: Performance Appraisals, the Employer shall provide a performance appraisal of each probationary Employee at least two times during their probationary period. The first one, must be within a few days of the mid point of the probationary period and the second one within the last month of the probation period.

**ARTICLE 9**  
**SENIORITY**

- 9.01 Seniority shall be applied on a bargaining unit wide basis.
- A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit, with the Employer, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment. In the event two or more Regular Employees which have the same seniority date, the resolution shall be determined by chance. Once the determination is made it shall not be changed.
- 9.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 9.01.
- 9.03 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 24: Annual Vacation;
- (b) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall;
- (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 12: Appointments, Transfers and Promotions;
- (d) (i) shift schedule changes; or  
(ii) distribution of additional available hours of work; or

- (iii) the selection of available rotations by Employees on a site affected by a new master rotation.
- 9.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
  - (a) when the employment relationship is terminated by either the Employer or the Regular Employee;
  - (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;
  - (c) if an Regular Employee does not return to work on recall.
- 9.05 The Employer will provide to the designated Union representative, a seniority list containing the name and seniority date of each Regular Employee in the bargaining unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list. The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.
- 9.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

## ARTICLE 10

### PERFORMANCE APPRAISALS

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Centre. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.
- 10.02 The performance appraisal meeting shall be conducted on an annual basis with the meeting scheduled on or about the anniversary date of the Employee.

Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.
- 10.03 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.
- 10.04 The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit.

## ARTICLE 11

### PERSONNEL FILE ACCESS

- 11.01
- (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file in the Human Resource Office once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union representative when viewing their personnel file. The Union Representative and the Employee are not to alter the contents of the personnel file or remove anything from it.
  - (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
  - (c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

## ARTICLE 12

### APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 12.01
- The Employer shall post within the Centre notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications and competencies required;
  - (b) employment status (Regular or Temporary);
  - (c) classification and Full-Time equivalency (FTE);
  - (d) if temporary, the anticipated duration of such position; and
  - (e) number of hours per shift, shift pattern and the shift cycle based upon position code.
- All applications for job postings shall be made in writing to the contact person designated on the posting.
- A copy of all job postings shall be forwarded to the Chapter Chairperson.
- Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre as the Employer may designate.
- 12.02
- At time of hire or promotion or transfer, or change of hours in accordance with Article 13: Hours of Work, or change of category or status, all Employees shall receive a letter, which shall include the following:
- (a) status (Regular, Temporary or Casual);
  - (b) classification;
  - (c) number of hours per Shift and Shifts per Shift cycle based upon position code;
  - (d) date of hire and transfer (if applicable); and
  - (e) increment level.

These shall not be altered except by the operation of the provisions of this Collective Agreement.

- 12.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 12.04 When making promotions and transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge, and acceptable performance and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor. Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.
- 12.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. If requested by an Employee, the Employer will provide an internal applicant with the reasons why they were not selected.
- 12.06 Trial Period
- (a) A Regular Employee who is the successful applicant of a posting for transfer or promotion to another classification shall be considered on a trial period in their new classification position for two hundred and thirty two point five (232.5) hours worked following the date of appointment in order to demonstrate the ability to perform the full duties of the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.
  - (b) During the trial period the Employee may choose to return or the Employer may direct the Employee to return to their former position and basic rate of pay without loss of seniority.
  - (c) In circumstances where reinstatement to the Employee's former position is not possible, the Employer shall assign the Employee to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to them being the successful applicant of a posting. The rate of pay for such position shall be equivalent to that of their former position.
  - (d) In the event that an Employee returns to their former position pursuant to Sub-Clause 12.06 (c), the Employer shall have one (1) opportunity, if the Employer so chooses, to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this option, the posting provisions of this Article will be deemed to be satisfied.
  - (e) An Employee who is transferred before completing their initial probationary period, shall complete the initial probationary period and then shall complete the trial period in accordance with Sub-Clause 12.06 (a).
- 12.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of rehabilitative work.

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

### ARTICLE 13

#### HOURS OF WORK

- 13.01 (a) Regular hours of work for Full-Time Employees in the LPN classification, exclusive of meal periods, shall be:
- (i) seven point seven five (7.75) consecutive hours per day; and
  - (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.

Regular hours of work for Part-Time Employees in the LPN classification, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 over one (1) complete cycle of the shift schedule.

- (a) Regular hours of work for Full-Time Employees in the HCA classification, exclusive of meal periods, shall be:
- (i) seven point five (7.5) consecutive hours per day; and
  - (ii) thirty-seven point five (37.5) hours per week averaged over one (1) complete cycle of the shift schedule.

Regular hours of work for Part-Time Employees in the HCA classification, exclusive of meal periods, shall be up to seven point five (7.5) consecutive hours in any day and shall be less than thirty-seven point five (37.5) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 over one (1) complete cycle of the shift schedule.

13.02 Rest and Meal Breaks

Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
- (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours or seven point five (7.5) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours or seven point five (7.5) hours, if this is more compatible with scheduling of work assignments,

The alternative to be applied shall be at the discretion of the Employer;

- (b) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each half shift of not less four (4) hours;
  - (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours.
- 13.03
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay.
  - (b) If an Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at one and one-half times (1.5X) their basic rate of pay rather than at straight time; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 13.03(a), at one and one-half times (1.5X) their basic rate of pay rather than at straight time; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1.5X) their basic rate of pay.
- 13.04      Posting of Master Rotations
- Subject to Clauses 13.10 and 13.11 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 13.05      Shift Schedules
- Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (a) at least fifteen point five (15.5) hours off duty between shifts;
  - (b) at least two (2) consecutive days of rest for a Regular Full-time Employee; but there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
  - (c) days of rest on one (1) weekend in a three (3) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (d) an Employee shall not be scheduled to work six (6) consecutive shifts more than twice in a three (3) week cycle;
  - (f) an Employee will not be scheduled to work more than six (6) consecutive days.
- 13.06      Optional scheduling provisions may be mutually agreed to, in writing, between the Employer and the Union.

13.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between zero one (00:01) minutes twenty three fifty nine (23:59) hours.

13.08 Shift Patterns

- (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 13.05.
- (b) The shift patterns which may be available are:
  - (i) days only;
  - (ii) evenings only;
  - (iii) nights only.

13.09 Distribution of Additional Work Hours

Regular Employees shall be offered available additional hours prior to Casual Employees.

All known additional hours, including vacation hours applied for outside the annual vacation process, will be offered to Regular Employees in order of seniority. For example, if there are four (4) known shifts available, these shifts shall be offered to the senior employees who may select all four shifts or a portion of the four (4) full shifts.

Additional hours not claimed will be offered to Casual Employees. This process shall continue until all additional hours are claimed or unwanted. Additional shifts will not result in overtime.

- (a) A Regular Part-Time Employee who wishes to be considered for additional hours of work shall submit in writing their willingness to pick up additional full or partial shifts. The Employer may schedule Part-Time Employees, who have given their request in writing, for additional shifts with the consent of the Part-Time Employee.
- (b) Where there are available additional full or partial shifts the Employer shall distribute the additional shifts to Regular Employees (by seniority) and then to Casual Employees (by fair rotation) in the following order:
  - (i) to Regular Part-Time employees in order of seniority and availability and if no employee is available or when overtime will result, then
  - (ii) Casual Employees on a fair rotational basis and if no employee is available or when overtime will result; then
  - (iii) all other Regular Employees in order of seniority.

Clause 13.09 (b)(i) and (ii) shall not result in overtime.

- (c) If an Employee requests a schedule change agreeable to the Employer, this Clause does not apply.
- (d) The Employer shall not be permitted to pay overtime for any additional shifts worked except when the additional shift results in overtime as set out under Clause 14.01.

13.10

Schedule Changes

When the Employer requires a change to an Employee's scheduled days off without fourteen (14) calendar days' notice, the Employee shall be paid at one and one-half times (1.5 X) for all hours worked on what would otherwise have been their off duty days.

13.11

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift or the start time of an Employee's scheduled shift, but not an Employee's scheduled days off, they shall be paid at the rate of one and one-half times (1.5 X) their basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

13.12

Reporting Pay

When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their basic rate of pay.

Any Employee who reports for work, as requested, or scheduled, shall be paid the minimum for three (3) hours at the Employee's regular rate of pay.

13.13

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 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 hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

13.14

Trading Shifts

- (a) Employees may trade shifts among themselves, provided that:
  - (i) the trade is agreed to, in writing, between the affected Employees on a Shift Trade Request Form prior to the traded shift being worked; and
  - (ii) prior approval of such trade has been given by the Employee's immediate supervisor on the Shift Trade Request Form. Approval for the shift trade is not granted when it results in overtime or additional costs to the Employer, or if the shift trade negatively affects the Employer's operations.
- (b) Such trade shall be recorded on the shift schedule and a copy of the approved Shift Trade Request Form shall be provided to the affected Employees. The dates and times of the shifts traded are to be noted on the Shift Trade Form.
- (c) Such trade shall not be deemed a violation of the provisions of this Collective Agreement.
- (d) Corrective action may be taken by the Employer when Employees do not honour approved shift trades. Employees who fail to report for work for a shift trade on the Shift Trade Request Form may be required to provide satisfactory documentation to justify not working the shift.

13.15 There shall be no split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability.

13.16 Call Back

A Regular Employee who is called back and required to return to work outside of their regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 14, or
- (b) three (3) hours at the basic rate of pay; whichever is greater.

**ARTICLE 14**

**OVERTIME**

- 14.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in the LPN classification:
- (i) in excess of seven point seven five (7.75) hours per day
  - (ii) in excess of thirty-eight point seven five (38.75) hours per week
  - (iii) on the scheduled days of rest for Full-Time Employees
  - (iv) on days in excess of the 5:2 work ratio in Clause 13.01 for Regular Part-Time Employees.
- (b) Overtime is all time authorized by the Employer and worked by an Employee in the HCA classification:
- (i) in excess of seven point five (7.50) hours per day
  - (ii) in excess of thirty-seven point five (37.50) hours per week
  - (iii) on the scheduled days of rest for Full-Time Employees
  - (iv) on days in excess of the 5:2 work ratio in Clause 13.01 for Regular Part-Time Employees.
- (c) Opportunity to work overtime full shift(s) or less than full shift(s) of overtime hours of work shall be made available first to Full-Time Employees who are senior and available, and next to Part-Time Employees who are senior and available, and have requested additional hours of work and then to Casual Employees on a fair rotational basis.

14.02 The Employer shall provide on each unit timesheets which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

The Employer shall designate an individual on the facility premises 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.

14.03 No Employee may waive their entitlement to overtime.

14.04 The overtime rate of:

- (a) one and one-half times (1.5 X) the applicable basic rate of pay shall be paid for the first three (3) consecutive hour of overtime worked; and

(b) two times (2X) the applicable basic rate of pay shall be paid for the following hours of overtime worked on each occasion.

14.05 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of overtime pay may be granted. Time off not taken by the last day of December in any given year shall be paid out at overtime rates.

14.06 An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2<sup>nd</sup>) shift at no cost.

## ARTICLE 15

### SALARIES

15.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

15.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the equivalent of one year of full-time service worked with the Employer to the maximum increment granted to Full-Time Employees. One year of full-time service for an Employee in the LPN classification is two thousand twenty two point seven five (2022.75) hours. One year of full-time service for an Employee in the HCA classification is one thousand nine hundred fifty seven point five (1957.50) hours. For the purposes of this Clause, "hours worked" means all the hours for which an Employee is paid at their basic rate of pay, exclusive of overtime.

15.03 When an Employee is transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, they shall be advanced to the next higher pay step in the Salaries Schedule for the higher classification provided that the trial period in the new position is successfully completed.

15.04 When an Employee is transferred to a classification with a lower rate of pay, their salary shall be adjusted immediately to the pay step in the Salaries Schedule they would have been entitled to, had they been on the lower rated classification from commencement of employment.

15.05 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.

15.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:

(a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;

(b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

- 15.07 When a new classification is created under Clause 15.06, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Clause 35.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 15.08 Employees attending 'attendance required' meetings, staff meetings, and committee meetings (except as provided in Clauses 34.01 and 20.03) shall be paid at the applicable rate of pay for attendance at such meetings.
- 15.09 Provided not more than three (3) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:  
All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale (based upon two thousand twenty-two point seven five (2022.75) hours for the LPN classification or one thousand nine hundred fifty seven point five (1957.50) hours for the HCA classification).
- 15.10 Only Employees entitled to designation as a Licensed Practical Nurse (LPN) pursuant to the *Health Professions Act*, shall be employed and paid as a Licensed Practical Nurse and shall replace an LPN who is unavailable for work.  
Only Employees certified or deemed competent as Health Care Aides (HCA) shall be employed and paid as a Health Care Aide and shall replace a HCA who is unavailable for work.
- 15.11 (a) Employees shall be paid twice monthly.  
(b) The Employer will prepare a listing of all pay days for each calendar year and shall post this listing on all bulletin boards before the beginning of each year.  
(c) Employees shall be provided copies of this listing upon request. In addition, new Employees shall receive a copy of this listing as part of their orientation.  
(d) Employees' pay shall be by direct deposit, into the Employee's account at a major banking/financial institution of the Employee's choice. The Employee shall receive a statement of earnings with all deductions on each pay day.  
(e) The Employer shall provide each employee access to an electronic record of:  
(i) sick leave remaining;  
(ii) vacation remaining;  
(iii) overtime bank balance;  
(iv) named holiday bank balance.
- 15.12 An Employee who, during the term of this Collective Agreement, successfully completes their Health Care Aide certificate shall be moved to the next step on the grid and shall retain their accumulated hours.  
Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.

- (a) For Regular Full-Time Employees, the date as determined by providing proof of qualifications above shall become the Employee's anniversary date for increment purposes.
- (b) Part-Time and Casual Employees shall be entitled to a further increment following the completion of one thousand nine hundred fifty seven point five (1957.50) hours worked from the date determined by providing proof of qualifications above.

An Employee shall be eligible for a maximum of one (1) increment increase in the application of this provision.

15.13 If the Employer provides an Employee with an overpayment of wages and/or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements are to be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten per cent (10%) of the Employee's gross earnings per pay period. When employment ends, the remaining amount owed by the Employee may be deducted from the final pay of the Employee. If an amount remains owed to the Employer, it is a debt due and owing to the Employer by the Employee.

**ARTICLE 16**

**PYRAMIDING**

16.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

**ARTICLE 17**

**SHIFT DIFFERENTIAL**

17.01 Evening Shift

A Shift Differential of three dollars and twenty five cents (\$3.25) per hour shall be paid:

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

17.02

Night Shift

A Shift Differential of four dollars (\$4.00) per hour shall be paid:

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

Effective January 1, 2023, the night shift differential shall increase to four dollars and twenty-five cents (\$4.25 per hour).

Effective January 1, 2024, the night shift differential shall increase to four dollars and fifty cents (\$4.50 per hour).

17.03

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

17.04

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

**ARTICLE 18**

**WEEKEND PREMIUM**

18.01

A Weekend Premium of three dollars and seventy five cents (\$3.75) per hour shall be paid:

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

18.02

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

18.03

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

**ARTICLE 19**

**PREMIUM PAY**

19.01 Replacement Pay

- (a) When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full shift or longer, they shall be paid the basic rate of pay for the classification in which the Employee is relieving for the full shift.
- (b) When an Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

19.02 Responsibility Pay

Where the Employer designates an employee to assume additional responsibilities as required, such as coordinating work assignments, and overseeing the care centre, they shall be paid one dollar and fifty cents (\$1.50) an hour for the full shift.

19.03 Preceptor/Practicum Trainer or Mentorship

- (a) "Preceptor" shall mean a Licensed Practical Nurse who is assigned by the Employer to supervise, educate and evaluate students in an educational program, including clinical preceptorship or any other Eligible Program as referred to in this Article.
- (b) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in an education program, or any specialized practice education or training program, as recognized by the College and Association of Licensed Practical Nurses, shall receive an additional sixty-five cents (\$0.65) per hour premium. The Employer will give consideration to those Licensed Practical Nurses who express interest in participation in this program.

**ARTICLE 20**

**EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

20.01 An Employee-Management Advisory Committee (EMAC) shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care including staffing issues, workload issues and professional responsibility issues and other matters related to employment, not covered within the Collective Agreement. The parties will mutually agree on terms of reference for the EMAC.

The Employee-Management Advisory Committee shall meet within ten (10) calendar days upon request of either Party. The guideline for the meetings shall be the agreed Terms of Reference.

The minutes of the meeting shall be subject to approval by both Parties and upon approval by both Parties, the approved minutes shall be posted on the Union bulletin board.

20.02 The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC. The Employer shall ensure that a minimum of two (2) elected Employees are scheduled to work and are available to attend such EMAC meetings.

- 20.03 Employee representatives of the EMAC are not to suffer loss of pay for attending EMAC meetings on scheduled working days. Pay for Employee representatives of the EMAC is at the straight time rate. When an Employee representative attends an EMAC meeting on a non-scheduled working day for the Employee, the Employee is paid one (1) hour of pay at the straight time rate or the actual time in attendance at the meeting, whichever is greater.
- 20.04 EMAC meetings are to occur at least quarterly.
- 20.05 There is to be a consensus of the EMAC for recommendations to the Employer. The EMAC does not have the authority to make decisions which are binding on the Employer or the Union and cannot change the terms of the collective agreement.

## ARTICLE 21

### RESIGNATION AND TERMINATION

- 21.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment. An Employee is not granted vacation during the notice period, unless it was previously approved before the Employee gave notice of resignation. Accrued vacation is paid out at the straight time rate after the Employee ceases to work for the Employer.

## ARTICLE 22

### TRANSPORTATION

- 22.01 Regular Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular 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 Centre to their place of residence.
- 22.02 A Regular Employee who is called back to the Centre shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Regular Employee travels for such purpose by private automobile, reimbursement shall be at the rate of fifty cents (\$0.50) per kilometre from the Employee's residence to the Centre and return.
- 22.03 Where a Regular Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed pursuant to Clause 22.02.

**ARTICLE 23**

**NAMED HOLIDAYS**

- 23.01 (a) Regular Full-Time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- |                    |   |
|--------------------|---|
| New Year's Day     | Labour Day                                |
| Alberta Family Day | National Day for Truth and Reconciliation |
| Good Friday        | Thanksgiving Day                          |
| Easter Monday      | Remembrance Day                           |
| Victoria Day       | Christmas Day                             |
| Canada Day         | Boxing Day                                |
- August Civic Holiday
- and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.
- Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located; and
- (b) Any of the following faith-based Named Holidays:
- Good Friday
- Easter Monday
- Christmas Day
- May be exchanged within the same calendar year for any religious holiday of one's own faith at the request of the Employee. The Employee shall provide at least fourteen (14) calendar days' notice of the request.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff; or
  - (ii) in receipt of compensation from the Workers' Compensation Board; or
  - (iii) on an unpaid absence during which they are in receipt of benefits pursuant to any applicable disability insurance plan; or
  - (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;
- an Employee shall not be entitled to:
- (i) a day off with pay, or
  - (ii) payment in lieu thereof,
- for the aforementioned Named Holidays.

- 23.02 Subject to Sub-Clause 23.01(c), to qualify for a Named Holiday with pay the Employee must:
- (a) Work 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; and
  - (b) Work on the holiday when scheduled or required to do so.
- 23.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) their basic rate of pay plus:
- (i) an alternate day off at a mutually agreed time; or
  - (ii) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.
- 23.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off at a mutually agreed time; or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their basic rate of pay.
- 23.05 Employees will be asked to indicate whether they have a preference to be scheduled off for either Christmas Day or New Year's Day and the Employer will attempt to accommodate those preferences in creating the schedule.
- 23.06 Regular Part-Time Employees
- (a) A Regular Part-Time Employee required to work on a Named Holiday shall be paid at one and a half times (1.5 X) their basic rate of pay for work performed up to seven point seven five (7.75) hours in the LPN classification or up to seven point five hours (7.50) hours in the HCA classification.
  - (b) Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, five per cent (5.0%) of this rate per pay period in lieu of the Named Holidays.

## ARTICLE 24

### ANNUAL VACATION

24.01 Definition

For the purpose of this Article:

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

- (d) For Regular Part-Time Employees this paid leave time is paid on a pro-rata basis in accordance with the ratio of the Part-Time Employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a Full-Time Employee.

24.02 Vacation Entitlement

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay as follows:

- (a) during the first (1st) and second (2nd) years of employment an Employee earns a vacation at the rate of fifteen (15) working days per year;
- (b) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns vacation at the rate of twenty (20) working days per year;
- (c) during the fifteenth (15th) to twenty-fourth (24<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days per year;
- (d) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days per year.

24.03 Supplementary Vacation

The major milestones of continuous employment shall be at 25, 30 and 35 years of employment based upon the anniversary date of the Employee.

Upon attaining the major milestones of continuous employment, Regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days, over and above normal annual vacation as provided above. Utilization of this one-time paid leave is limited to the twelve (12) month period immediately following attainment of the service milestone, and is subject to the established provisions governing the scheduling of vacation. There is no carry-over or carry-forward privilege for any portion of paid leave which remains unused at the end of the twelve (12) month limited period. At the end of the twelve (12) month limited period, any unused paid leave shall be paid out.

- 24.04
- (a) Notwithstanding Clause 24.02, vacation with pay shall not accrue during periods while:
    - (i) on layoff; or
    - (ii) in receipt of benefits from the disability plan; or
    - (iii) in receipt of compensation from the Workers' Compensation Board; or
    - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
  - (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

- 24.05 (a) Time of Vacation
- (i) As far as possible, Regular Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by September 1st of each year. Where an Employee submits their vacation preference by November 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by December 31st of the same year.
  - (ii) Where more employees have indicated vacation preference for the same period than can be accommodated by the Employer, seniority shall be used to determine vacation preference. An Employee shall be entitled to assert seniority for one vacation period during the vacation year only.
  - (iii) Requests for vacation leave submitted after the cut-off dates outlined in Clause 23.05 (a)(i) shall be considered on a first come first served basis. Such requests shall be submitted in writing fourteen (14) days in advance of the request. The Employer shall consider requests received with less than the fourteen (14) calendar days' notice and shall not unreasonably deny such requests.
  - (iv) 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.
- (b) Vacation is paid at the Employee's basic rate of pay, provided they have accrued sufficient vacation hours at the time the vacation leave is taken.
- (c) Employees may request vacation leave as single block(s) of time by single days, or any combination of periods of time for vacation. All requests shall be submitted in writing.
- (d) Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) No Employee is responsible for making arrangements for replacements for vacation leaves requested in order to receive authorization.
- (f) Every effort shall be made to reach mutual agreement on the time of vacation.
- 24.06 An Employee required by the Employer to return to work during their vacation will receive two times (2X) their basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.
- 24.07 Vacation accrual balances are reviewed for potential payout in the first pay period in December each year.

Upon written request submitted by November 15<sup>th</sup>, an Employee shall be permitted to maintain a level of vacation accrual up to one (1) year vacation entitlement, plus an additional ten (10) days.

The vacation payout processed in the first pay period in December will be based on the following formula:

(A)	(B)	(C)	(D)
Vacation accrual balance	One (1) Year's Vacation Entitlement	Vacation Carry Forward	Vacation Payout = (A) - (B) - (C)

## ARTICLE 25

### EMPLOYEE BENEFITS PLAN

- 25.01 The Employer shall procure insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:
- (a) Extended Health Care;
  - (b) Group Life Insurance (Basic);
  - (c) Accidental Death and Dismemberment (Basic);
  - (d) Long Term Disability
  - (e) Dental Plan
- 25.02 The Benefit Plan Policy # 11LB0 may be amended or supplemented from time to time by the Employer in consultation with the Union provided the current benefits are not reduced below the levels currently in effect. The Employer has no liability other than to provide the portion of benefit premiums contracted for. The administration of the Benefit Plan shall at all times be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the Plan.
- 25.03 Enrolment by:
- (a) Regular Full-Time Employees;
  - (b) Regular Part-Time Employees whose regular hours of work are fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule; and
  - (c) Temporary Employees after six (6) months of continuous service and whose hours of work are fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule;
- shall be facilitated in accordance with the enrolment and other requirements of the Insurer.
- 25.04 The premium costs shall be shared seventy-five per cent (75%) by the Employer and twenty-five per cent (25%) by the Employee.
- 25.05 The Employer shall make available to eligible Employees current brochures outlining the above plans.

- 25.06 The Employer will provide one copy of each of the plans to the Union.
- 25.07 Effective January 1, 2023, the Employer will provide a flexible spending account of five hundred dollars (\$500.00) per year to all Regular Full-Time Employees.
- Effective January 1, 2024, the Employer will provide a flexible spending account of seven hundred fifty dollars (\$750.00) per year to all Regular Full-Time Employees.
- Regular Part-Time Employees who are eligible for benefits in accordance with Clause 25.03 shall be entitled to the flexible spending account on a pro-rated basis based on their full time equivalency (FTE).

## ARTICLE 26

### SICK LEAVE

- 26.01 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- 26.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 26.03 After an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided, however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period. Sick leave for a Part-Time Employee is prorated on the basis of the regularly scheduled hours worked by the Part-Time Employee in relation to the regularly scheduled hours for a Full-Time Employee.
- In the case of:
- (a) illness;
  - (b) injury;
  - (c) layoff;
  - (d) leave of absence;
  - (e) periods while in receipt of benefits provided for by the disability plan;
  - (f) periods while in receipt of compensation from the Workers' Compensation Board;
- sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days. A Part-Time Employee does not accrue sick leave on additional shifts worked pursuant to Clause 13.09.
- 26.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. The request shall be based upon reasonable cause.

When a medical doctor's certificate is required, the Employee shall be notified during their absence from work that a medical doctor's certificate (form prescribed) will be required upon the Employee's return to work.

The Employer shall reimburse the Employee for the full cost of the medical doctor's certificate (form prescribed).

26.05 Subject to Clauses 26.01, 26.02, 26.03 and 26.04 above, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

26.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

26.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.

26.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during a period of scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 26.05. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 26.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 26.05 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

26.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

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

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

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

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

- 26.11 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 28.01 (b), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall, in the case of a long-term illness, provide the Employer with fourteen (14) days' written notice of their readiness to return to work and:
- (a) if an Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the salary schedule and other benefits that accrued to them prior to their disability;
  - (b) if an Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 26.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/ or scheduling provisions of Article 12: Appointments, Transfers and Promotions; Article 13: Hours of Work.

## ARTICLE 27

### WORKERS' COMPENSATION

- 27.01
- (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).
  - (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 26: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
    - (i) the Employee has sick leave credits available; and
    - (ii) the Employee meets the eligibility requirements for sick leave; and
    - (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

- 27.02 An Employee receiving compensation benefits under Clause 27.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
  - (b) cease to earn vacation and sick leave credits subject to Clauses 24.04 and 26.03;
  - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 27.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by them immediately prior to the disability with benefits that accrued to them prior to the disability;
  - (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability;
  - (c) incapable of performing the duties of their former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which they are eligible under Article 25: Employee Benefits Plan or Article 26: Sick Leave.
- 27.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 12: Appointments, Transfers and Promotions and Article 13: Hours of Work.
- 27.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:
- (a) an Employee who is not capable of resuming work pursuant to Sub-Clause 27.03(a); or
  - (b) for whom, after a reasonable effort having been made pursuant to Sub-Clause 27.03 (b), alternate employment is not available,
- it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:
- (a) this Agreement;
  - (b) any applicable law of Canada;
  - (c) any applicable law of Alberta.

27.06 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

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

## ARTICLE 28

### LEAVES OF ABSENCE

#### 28.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

The Employer shall not unreasonably deny any request for a leave of absence.

No Employee shall be responsible for their replacement in order to receive approval of the Employer.

- (b) Except as provided in Sub-Clause 28.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 25: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of their leave of absence.

28.02

Leave for Union Business

- (a) A Union member may make a request for a leave of absence to perform the duties of any office of the Union.
- (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) Representatives of the AUPE shall be granted time off without loss of seniority in order to participate in negotiations with the Employer.
- (d) When leave to attend Union business in accordance with Sub-Clauses 28.02 (a), (b) and (c) has been approved, it is granted with pay. The Union shall reimburse the Employer for all monies paid to the Employee while on leave, plus an amount to cover the Employee's benefits and the Employer's administrative costs.
- (e) One (1) Employee who is elected for or appointed to a Full-Time position with the Union, shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years.

If it is permissible under the pension and group life plans and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave.

- (i) In the event a Regular Employee is elected to a full-time Union position, upon at least two (2) months of written notice to the Employer, the Regular Employee is granted a leave of absence without pay and without loss of seniority. Group benefits may be continued during the leave of absence provided the Regular Employee pays all of the premiums for them. The group benefits are cancelled when the Regular Employee fails to pay the premiums. Eligibility for such benefits thereafter is according to the rules of the benefits provider.
- (ii) If the Union appoints a Regular Employee to a full-time position with the Union, upon at least two (2) months of written notice to the Employer, the Regular Employee is granted a leave of absence without pay and without loss of seniority. Group benefits may be continued during the leave of absence provided the Regular Employee pays all of the premiums for them. The group benefits are cancelled when the Regular Employee fails to pay the premiums. Eligibility for such benefits thereafter is according to the rules of the benefits provider. No more than two (2) Regular Employees shall be off on such leave at the same time.

28.03

Compassionate Care Leave

- (a) An Employee who has been employed for at least ninety (90) days shall be granted leave without pay for a period of up to twenty seven (27) weeks for the purpose of providing care or support to a seriously ill family member in accordance with the *Employment Standards Code*.

- (b) A Regular Employee shall continue to be covered according to the Health benefit plan and policy conditions throughout the period of Leave Without Pay. Premium contributions shall continue to be paid by the Employer and the Employee for a leave of absence of up to six (6) weeks. Following this period, the Employee shall be responsible for the full payment of all premiums.

28.04

- (a) Maternity Leave

A pregnant Employee who has been employed for ninety (90) days of shall be granted maternity leave in accordance with the *Employment Standards Code*.

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

Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, or disability benefits. Maternity leave shall not exceed sixteen (16) weeks unless mutually agreed otherwise between the Employer and the Employee.

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

- (b) Parental Leave

An Employee who has been employed for ninety (90) days shall be granted leave without pay or benefits for the purpose of adopting a child or for parenting duties following the birth of a child, in accordance with the *Employment Standards Code*. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.

- (c) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice, in writing of their readiness to return to work.

- (d) Where an Employee is entitled to resume work pursuant to this Clause, the Employer shall:

- (i) reinstate the Employee in the position occupied when parental leave started; or

- (ii) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.

In the event that during the period of an Employee's maternity or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's maternity or parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the workforce shall be in compliance with Clause 32.04.

28.05

Court Appearance

- (a) In the event a Regular or Temporary Employee is required to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of their employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings at their basic rate of pay for the scheduled shifts so missed;
  - (ii) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions in Article 13: Hours of Work;
  - (iii) assign to the Employer all pay for such court appearance.
- (b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) on the day(s) they are required to appear before a court for the reasons stated in (a), they shall be granted a leave of absence for those scheduled shift(s) so missed and shall suffer no loss of regular earnings at their basic rate of pay.
- (c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

28.06

Bereavement Leave

- (a) Upon request, an Employee shall be granted leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancée). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.

For the first three (3) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings.

The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when the Employee is entitled to that bereavement leave.
- (d) The Employer may require the Employee to provide proof of the death. The Employer shall provide reasonable notice of providing the proof.

28.07

Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family or for any other pressing necessity requiring the Employee's personal attention, they shall inform the Employer of such with as much advance notice as possible and they shall use either 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 five (5) working days per year. If situations arise where the need for time off is not for a pressing necessity and where it is reasonable to do so, Employees will be encouraged to attempt to trade shifts prior to utilizing special leave.

28.08

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 28.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from they are on leave.

28.09

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

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

For ease of reference, the current statutory leaves include:

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

**ARTICLE 29**

**RETIREMENT PLANS**

- 29.01 (a) The Employer agrees to provide an optional group Registered Retirement Savings Plan (RRSP) to eligible Regular Employees of the Centre in accordance with Group Registered Retirement Savings Plan as it may be amended or supplemented from time to time at the discretion of the Employer.
- Employer will contribute a matching contribution to a maximum of two percent (2%) of the gross salary of eligible Employees who qualify for participation in the Group RRSP. Effective October 1, 2022, the Employer will contribute a matching contribution to a maximum of three percent (3%) of the gross salary of eligible Employees who qualify for participation in the Group RRSP.
- (b) The Employer shall make available to all eligible Employees copies of the Group RRSP information pamphlets.

**ARTICLE 30**

**TEMPORARY EMPLOYEES**

- 30.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:
- (a) Article 8: Probationary Period;
- (b) Article 9: Seniority;
- (c) Article 10: Performance Appraisals;
- (d) Article 25: Employee Benefits Plan prior to the completion of six (6) months of continuous service;
- (e) Article 32: Layoff and Recall;
- (f) Article 33: Discipline and Dismissal;

which are superseded and replaced by the following:

30.02

**Temporary Positions**

- (a) Temporary assignments shall be in compliance with Article 2.08 (b) and (c), 12.01, 12.04, 12.05 and 12.08.
- (b) The Employee shall receive a letter which shall include the details of the temporary position, including, but not limited to, the start date and the end date for the temporary position. In the event that the Employer is not able to provide the end date for the temporary position, at least seven (7) calendar days written notice of termination of the temporary position shall be provided.
- (c) A Regular Employee shall be returned to their former position immediately following the completion of the temporary position.
- (d) A Casual Employee shall be returned to their status as a Casual Employee immediately following the completion of the temporary position.

- (e) In the event that the temporary position is extended beyond the initial end date as set out in 30.02 (b), the Employee shall be first offered the opportunity to continue to work in the temporary assignment provided that the extension does not exceed the time limits as set out under Article 2.08 (b) and (c).

When the extension is accepted by the Employee they shall receive a revised letter which shall include the revised details of the extended temporary position.

- (f) The Employer shall post an extension to a temporary position when the extension is not accepted by the Employee or when the extension results in the temporary position exceeding the time limits as set out under Article 2.08 (b) and (c). The posting shall be in compliance with Clause 12.01.
- (g) A Temporary Employee shall not have the right to grieve the termination of their temporary position when no longer required in that capacity.
- (h) A Regular Employee occupying a temporary position shall retain and accrue their seniority and shall not have the right to grieve placement pursuant to Article 32: Layoff and Recall, when no longer required in that capacity.

### ARTICLE 31

#### CASUAL EMPLOYEES

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

31.02 Hours of Work

- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day and in the LPN classification and up to seven point five (7.50) hours in a day in the HCA classification.
- (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
- (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over one (1) complete cycle of the shift schedule.
- (d) Hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, either two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or  
one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments;  
the alternative to be applied shall be at the discretion of the Employer; or  
include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and

- (ii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Casual Employee works in excess of five (5) hours.
- (iii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires a Casual Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay.
- (iv) If a Casual Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
  - (a) for a rest period, at one and a half times (1 ½ X) their basic rate of pay rather than at straight time; or
  - (b) for a meal period for which the Casual Employee is entitled to be paid in accordance with Sub-Clause 31.02(d)(iii), at one and a half times (1 ½ X) their basic rate of pay rather than at straight time; or
  - (c) for a meal period for which the Casual Employee is not otherwise entitled to be paid, at one and a half times (1 ½ X) their basic rate of pay.

- 31.03
- (a) No Casual Employee shall be scheduled except with their consent.
  - (b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between zero one (00:01) hours and twenty-three fifty-nine (23:59) hours.

31.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels their shift, the Casual Employee shall be paid three (3) hours' pay at the Casual Employee's basic rate of pay.

31.05 Overtime

- (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day in the LPN classification or in excess of seven point five (7.50) hours per day in the HCA classification. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Casual Employee at the time overtime is worked.
- (b) The overtime rate of:
  - (i) one and one-half times (1.5 X) the applicable basic rate of pay shall be paid for the first three (3) consecutive hour of overtime worked; and
  - (ii) two times (2X) the applicable basic rate of pay shall be paid for the following hours of overtime worked on each occasion.

- (c) An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2<sup>nd</sup>) shift at no cost.

31.06

Salaries

- (a) The basic rate of pay for Casual Employees shall be as outlined in the Salaries Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, a Casual Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the equivalent of one year of full-time service. One year of full-time service for an Employee in the LPN classification is two thousand twenty two point seven five (2022.75) hours. One year of full-time service for an Employee in the HCA classification is one thousand nine hundred fifty seven point five (1957.50) hours For the purposes of this Sub-Clause, "hours worked" means all the hours for which a Casual Employee is paid at their basic rate of pay, exclusive of overtime.
- (c) Provided not more than three (3) years have elapsed since the experience was obtained, when a Casual Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:
  - (i) all experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.

31.07

Shift Differential

Casual Employees shall be covered by Article 17: Shift Differential.

31.08

Weekend Premium

Casual Employees shall be covered by Article 18: Weekend Premium.

31.09

Transportation

- (a) Casual Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.
- (b) Where a Casual Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed pursuant to Clause 22.02.

31.10

Named Holidays

- (a) Casual Employees shall be paid at one and a half times (1 ½ X) their basic rate of pay for all hours worked on a Named Holiday.
- (b) Casual Employees shall be paid, in addition to their basic rate of pay, five per cent (5.0 %) of their basic rate of pay in lieu of the Named Holidays.

31.11 Annual Vacation

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

31.12 Dues Deduction

Casual Employees shall be subject to dues deductions as provided in Article 4: Union Membership and Dues Deduction.

31.13 Grievance Procedure

Casual Employees shall be covered by Article 35: Grievance Procedure.

31.14 Appointments, Transfers and Promotions

(a) Subject to the criteria established in Article 12: Appointments, Transfers and Promotions, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

(b) The Employer shall post the name of the successful candidate in accordance with Clause 12.05.

31.15 A Casual Employee who transfers to regular Full-Time or Part-Time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:

(a) vacation entitlement; and

(b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Clause 31.06.

31.16 Temporary Assignments

When a Casual Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, they shall be paid the basic rate of pay for the classification in which the Employee is relieving, provided they are qualified to perform the substantive duties of the higher paid classification. When a Casual Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

31.17 Probationary Period

Casual Employees shall be covered by Article 8: Probationary Period.

31.18 Discipline and Dismissal

Casual Employees shall be covered by Article 33: Discipline and Dismissal.

## ARTICLE 32

### LAYOFF AND RECALL

32.01 It is the exclusive right of the Employer to:

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

#### Meeting with the Union, Consultation and Layoff Process

32.02

- (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and to discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB or LTD insurance benefits.
- (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee twenty-eight (28) calendar days prior to the date of layoff, except that 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.
- (c) Where the layoff results from an act of God, fire or flood, the twenty-eight (28) calendar days' notice is not required but up to four (4) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to the seniority lists, the shift schedules, and a list of positions available prior to the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
  - (i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which they have the requisite skill, training, and knowledge to perform the work by selecting a position in the same classification and the same status which are vacant or, by selecting to displace an Employee with less seniority in the same classification and the same status.

- (ii) Where there are no positions within the same classification and the same status which are vacant or held by an Employee with less seniority, the Employee may indicate their preference for an alternative position in the same classification with a lower status (i.e. permanent Full-Time to permanent Part-Time) held by a less senior Employee in the same classification.
- (iii) Where there are no positions of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in the same pay grade or a lower pay grade.
- (f) Following consultation with the Employee, the Employer shall place the Employee in a position in accordance with Sub-Clause 32.03 (e) for which they have the requisite skill, training and knowledge to perform the work.

32.03 Employees who:

- (a) refuse an offer by the Employer of alternate work; or
- (b) lack the required competency and seniority, to displace another incumbent within their particular classification; or

shall be provided with not less than twenty eight (28) calendar days' notice specifying the date on which they will be laid off.

32.04 Recall Process and Termination of Recall Rights

- (a) An Employee who, due to the application of this Article:
  - (i) does not hold a regular or temporary position shall be considered on "full layoff"; or
  - (ii) has suffered a reduction in regularly scheduled hours or has been placed in a classification in a lower pay grade shall be considered on "partial layoff".
- (b) All vacancies shall be posted. Regular Employees on full layoff, Casual Employees and external applicants are not eligible for hire while Regular Employees remain on full layoff. The posting and selection process shall be administered in accordance with Article 12: Appointments, Transfers and Promotions.
- (c) No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification, who possess the requisite skills, training, knowledge and ability for the available job, who are on either full or partial layoff.

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

32.06 An Employee's right to recall while on partial layoff will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as their pre-layoff position or on the expiry of twelve (12) months from the date of partial layoff, whichever first occurs.

- 32.07 If a temporary position remains vacant pursuant to Sub-Clause 32.04 (b), the Employer shall offer the temporary position to those Employees on partial layoff in order of seniority. If no Employee on partial layoff accepts the temporary position, the Employer shall offer the position to those Employees on full layoff in order of seniority. If no Employee on full or partial layoff accepts the temporary position, the Employer will fill the vacancy in accordance with Article 12: Appointments, Transfers and Promotions and such action will not be considered a violation of the provisions of Article 32: Layoff and Recall.
- 32.08 Where an Employee on full or partial layoff accepts a temporary position in accordance with this Article, the Employee shall retain their rights to recall.
- 32.09 Where an Employee on full or partial layoff refuses recall to a temporary position, the Employee shall retain their rights to recall.
- 32.10 Casual Shifts
- (a) Employees on full and partial layoff shall submit a completed availability sheet on a regular basis to the Employer, indicating their availability to work casual shifts.
  - (b) Casual shifts shall be offered to Employees who have completed their availability sheets and who have the skills, training, knowledge and ability to perform the work, in the following order:
    - (i) Regular Employees on partial layoff in order of seniority; then
    - (ii) Regular Employees on full layoff in order of seniority; then
    - (iii) Regular Part-Time Employees; then
    - (iv) Casual Employees.
  - (c) In the event that a Regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employees. However, Regular Employees on full or partial layoff who refuse casual shifts may do so without adversely impacting their recall rights.
  - (d) This obligation to offer casual shifts shall expire on twelve (12) months from the date the Regular Employee was reduced in regularly scheduled hours of work as a result of the application of this Article, or twelve (12) months from the date the Regular Employee was on full layoff, whichever is applicable.
- 32.11 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 25: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure by the Regular Employee to submit the full premium payments will result in the Employer discontinuing benefit coverage for that Employee. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected.

- 32.12 When increasing the work force or if a permanent position remains vacant in accordance with Clause 32.05, Employees on full layoff shall be recalled in order of their seniority provided they possess the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. If no Employee on full layoff accepts the permanent position, the Employer will fill the vacancy in accordance with Article 12: Appointments, Transfers and Promotions and such action will not be considered a violation of the provisions of Article 32: Layoff and Recall.
- 32.13 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 32.14 When an Employee is on approved leave of absence, or Workers' Compensation Benefits or Long Term Disability Insurance Benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- 32.15 Severance Option
- (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number or full-time equivalency of Regular Employees in the bargaining unit.
  - (b) The Employer will offer the following severance to eligible Regular Employees, as defined in Article 2:
    - (i) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two weeks' Full-Time pay at their basic rate of pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.
    - (ii) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two weeks' Full-Time pay at their basic rate of pay for each period of two thousand and twenty-two point seven five (2022.75) hours worked at the basic rate of pay for an Employee in the LPN classification or one thousand nine hundred fifty seven point five (1957.50) hours worked at the basic rate of pay for an Employee in the HCA classification to a maximum of forty (40) weeks' pay.
    - (iii) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employer.
  - (c) A Regular Employee who has received layoff notice under Article 32 Layoff and Recall, and for whom no alternate vacant position is available, shall have the option to select either of:
    - (i) Layoff with recall rights as specified in Clause 32.04; or
    - (ii) Severance in accordance with the Clause.
  - (d) A Regular Employee who accepts severance pay as described above shall have terminated their employment, with no further rights to recall.

- (e) An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- (f) A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date of the notice of layoff is issued to advise the Employer in writing that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer in writing of the Employee's decision to accept severance shall be deemed to have selected layoff under Article 32.
- (g) Severance pay provided under this Article shall be deemed to be inclusive of any and all legislative requirements for termination notice.

**ARTICLE 33**  
**DISCIPLINE AND DISMISSAL**

- 33.01 The Employee shall be entitled to have a steward present during any of the proceedings outlined in Article 33: Discipline and Dismissal.
- 33.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 33.03 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. The Employee shall sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 33.04 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 33.05 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 33.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 33.07 Any letter of reprimand, suspension or other sanction shall not be relied upon for further disciplinary action after a period of twenty-four (24) months following the receipt of such letter, suspension or other sanction, providing the employee's record has been discipline-free during the applicable twenty-four (24) months of employment.
- 33.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason acceptable to the Employer and where, in the opinion of the Employer, such prior notification was not possible.

- 33.09 In the event that an Employee is reported to their licensing body by the Employer, the Employer shall be so advised.
- 33.10 Nothing in this Article prevents the Employer from giving an Employee a suspension pending the outcome of an investigation, a disciplinary suspension for just cause or dismissal for just cause.

#### **ARTICLE 34**

##### **OCCUPATIONAL HEALTH AND SAFETY**

- 34.01 The Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Union will have the right to designate two (2) members of the Bargaining Unit as members of this Committee.
- The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Co-Chair shall call a special meeting of this Committee. An Employee shall be paid their basic rate of pay for attendance at these committee meetings.
- 34.02 The Occupational Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- The Employer will provide Committee members with the information necessary to fulfill their responsibilities on the Committee. The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.03 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. The Employer will provide a written response within thirty (30) days. Upon receipt of the Employer response the Union Representative may direct that the item be referred to the Senior Administrator of the Employer forthwith. A written reply will be given by the Employer within fourteen (14) calendar days of receipt of the item from the Union Representative.
- 34.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.05 The Employer shall have in place a harassment and violence policy which may be reviewed annually by the Occupational Health and Safety Committee.

#### **ARTICLE 35**

##### **GRIEVANCE PROCEDURE**

- 35.01 Grievance Definitions
- A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 35.05, except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as an individual grievance as outlined in Clause 35.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Chief Executive Officer (CEO) at Step 3 of the grievance procedure, within ten (10) days of the date the aggrieved party first became aware of, or reasonably should have become aware of, the event leading to the grievance.

If the policy grievance is an Employer grievance, it shall be directed to the President of the Union and the President shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to Arbitration.

35.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that a Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustment as provided in this Article. However, no representative shall leave their work without obtaining consent from their supervisor, which shall not be unreasonably withheld. The Union representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises. The Union will provide the Employer with a list of authorized Union Representatives.
- (c) The Employer will provide the Union within three (3) months of the signing of this Agreement, a written list of the titles of Authorized Representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

35.03 Time Limits

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 23: Named Holidays.

35.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

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

35.05

The Grievance Procedure

Throughout the grievance procedure, the Parties agree to engage in meaningful discussion and share information relevant to the dispute.

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date they became aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage. Every effort should be made to resolve the matter between the employee and their immediate supervisor.

Immediate Supervisor

The immediate supervisor shall provide a response within ten (10) days of the date the Employee raised the concern. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If:

- (i) an individual grievance, within ten (10) days of the immediate supervisor's response in Step 1; or
- (ii) a group grievance, within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought. The grievance will be responded to, in writing, by the Site Leader within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Executive Director or designate. The Executive Director or designate shall hold a meeting within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Executive Director or their representative shall render a written decision within ten (10) days of the date of the meeting. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

35.06

Mediation

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

- (a) investigate the dispute;
- (b) define the issue(s) in dispute and,
- (c) make written recommendations to resolve the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be borne equally between the Parties to the dispute.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

35.07

Arbitration

- (a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
- (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 35.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator; or
- (iii) at the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The Chairperson shall be selected in accordance with Sub-Clause 35.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties, hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties.
- (c) In the case of an Arbitration Board, the Chairperson shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.

- (e) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally between the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

**ARTICLE 36**

**DRESS CODE**

- 36.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.
- 36.02 All protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 36.03 Employees shall furnish, supply and maintain their own everyday work apparel subject to the Employer's dress code policy.

**ARTICLE 37**

**REGISTRATION FEES**

- 37.01 A Licensed Practical Nurse who has accumulated a minimum of eight hundred and nine (809) hours actually worked in the previous fiscal year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive one hundred and fifty (\$150.00) dollars reimbursement for their CLPNA registration fees. Reimbursement will be provided by the Employer upon submission by the Employee of a certified true copy of the receipt issued by the CLPNA.

**ARTICLE 38**

**LOCKERS**

- 38.01 The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.
- 38.02 The Employer will make available during each Employee's shift a staff room/ rest area for secure and private rest and meal periods.

**ARTICLE 39**

**LEGAL INDEMNIFICATION**

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

39.02 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, provided the Employee was acting in good faith within the scope of their duties.

39.03 The Employer will provide a letter to the Union confirming the insurance coverage in place and will include an extract from the contract of insurance.

#### **ARTICLE 40**

##### **EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

40.01 The Employer's portion of all monies from the Employment Insurance Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations. Upon request, a summary of the purposes for which these funds are utilized shall be provided to the Union.

The Employer is not eligible for the rebate of a portion of Employment Insurance contributions.

In the event the Employer becomes eligible for the rebate, they shall make the appropriate application forthwith.

The Employers agrees the 5/12<sup>th</sup> portion for the employees shall be decided by the Union Bargaining Committee and will advise the Employer of their decision.

**Salary Schedule**

**Effective October 1, 2022: 1.00% increase**

**Effective October 1, 2023: 1.00% increase**

**Health Care Aide (with Certificate)**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
October 1, 2022		21.69	22.41	23.08	23.84	24.35	25.07	25.84
October 1, 2023		21.91	22.63	23.31	24.08	24.59	25.32	26.10

**Licensed Practical Nurse**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
October 1, 2022	27.38	28.58	29.70	30.88	32.04	33.14	34.48	35.86
October 1, 2023	27.65	28.87	30.00	31.19	32.36	33.47	34.82	36.22

**LETTER OF UNDERSTANDING**  
**LUMP SUM PAYMENTS**

Each Regular Employee as of the date of ratification shall receive a one-time lump sum payment of two hundred dollar (\$200), pro-rated based on full time equivalency.

Each Employee as of the date of ratification shall be issued a one-time lump sum payment of 1.0% of total earnings paid by the Employer in the 2021 payroll year.

Each Employee as of the date of ratification shall be issued a one-time lump sum payment of 1.0% of total earnings paid by the Employer in the 2022 payroll year.

This letter of understanding expires effective the payment of the one-time lump sum amounts for 2021 and 2022.



\_\_\_\_\_  
On behalf of the Employer

February 14, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
On behalf of the Union

February 15, 2023

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**HEALTH CARE AIDE HOURS CHANGE**

Effective the date of ratification, the regular hours of work for Full-Time Employees in the Health Care Aide (HCA) classification changed from seven point seven five (7.75) hours per day to seven point five (7.5) hours per day. In recognition of this change, the Parties agree to the following:

1. A lump sum payment of one thousand five hundred dollars (\$1,500), pro-rated based on full time equivalency (FTE), payable to Regular and Temporary Part-Time Employees in the HCA classification who are employed as of the date of ratification with regularly scheduled shifts of seven point seven five (7.75) hours per day.
  
2. A lump sum payment of one thousand five hundred dollars (\$2,000), payable to Regular and Temporary Full-Time Employees in the HCA classification who are employed as of the date of ratification with regularly scheduled shifts of seven point seven five (7.75) hours per day.

This letter of understanding expires effective the payment of the one-time lump sum amounts.



February 14, 2023

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date



February 15, 2023

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**DENTAL PLAN DESIGN CHANGE**

The parties agree to the following change to the Dental Plan referenced in clause 24.01 of the collective agreement effective October 1, 2023:

<b>Plan Element</b>	<b>Current</b>	<b>Revised</b>
Basic coverage	75%	80%
Major coverage	None	50%
Annual maximum	\$1,000 for basic coverage	\$2,000 combined maximum for basic and major
Recall	1 in six months	1 in nine months



\_\_\_\_\_  
On behalf of the Employer

February 14, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
On behalf of the Union

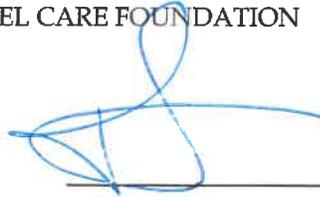
February 15, 2023

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 14th day of February, 2023.

ON BEHALF OF CHINATOWN MULTI-LEVEL CARE FOUNDATION



WITNESS

WITNESS

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES



WITNESS