

COLLECTIVE AGREEMENT

BETWEEN

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

AND

VALLEYVIEW
(AGECARE INVESTMENTS LTD.)

LOCAL 048 CHAPTER 019
APRIL 1, 2018 TO MARCH 31, 2020

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NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PURPOSE AND PREAMBLE

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

- (i) Maintain harmonious relations between the Employer and the Union;
- (ii) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise agreed, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer's exchange notice of ratification by their principles of the terms of this Collective Agreement up to and including March 31, 2020 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining this Collective Agreement shall continue in full force and effect until,
- (a) a new collective agreement is concluded,
 - (b) the right of the bargaining agent to represent the employees is terminated, or
 - (c) a strike or lockout commences.

ARTICLE 2
DEFINITIONS

In this Collective Agreement:

- 2.01 "Act" means The Labour Relations code, as amended from time to time.
- 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 "Centre" means AgeCare Valleyview named as the "Employer" in this Collective Agreement.
- 2.06 "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.
- 2.07 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

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

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

- 2.08 "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.
- 2.09 For the purpose of applying the terms of this Collective Agreement the singular shall include the plural and vice-versa, as applicable.
- 2.10 "Registration" takes meaning from the *Health Disciplines Act* (Alberta) and Regulations as amended. Registration is not membership in the Union.
- 2.11 "Shift" means a daily tour of duty excluding overtime hours.
- 2.12 "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.
- 2.13 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.

- 2.14 "Position" means:
- (a) the Employee's status
 - (b) the classification and salary range
 - (c) Full-time equivalency
- 2.15 "Classification" means the Employee's job title.

ARTICLE 3
RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, excepting those purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and providing that this performance of duties does not displace any bargaining unit Employee or reduce hours of work or pay for any bargaining unit Employee.
- 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 For the purposes of this agreement, the union shall be represented by:
- (a) Officers who are members of the local who are elected or appointed by the Employees to act on their behalf, and
 - (b) The President of the Union, or Officers or Staff Members of the Union designated by the President, in writing pursuant to the Union's constitution, to perform specific functions pertaining to this agreement.
- 3.05 The Employer shall notify the Chapter Chair person of the time and place, when they are conducting new Employee orientations. A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Employees shall be permitted to wear an official 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 the Dress Code Article of this Collective Agreement.
- 4.02 Membership in the Union is voluntary.

- 4.03 (a) Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made, addresses, classification, phone number and status for all current Employees, gross earning and the amount of the deduction. Such list shall include newly hired Employees.
- (b) Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 4.04 The dues structures of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.

ARTICLE 5
MANAGEMENT RIGHTS

- 5.01 The Employer retains all rights not specifically limited by this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) hire, promote, transfer, layoff and recall Employees;
 - (d) demote, discipline, suspend or discharge for just cause.

ARTICLE 6
DISCRIMINATION/ HARASSMENT/ BULLYING

6.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.

6.02 Discrimination

There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, national origin, political or religious belief, gender, sexual orientation, marital status, gender, gender identity, gender expression, physical disability, mental disability, ancestry, place of origin, source of income, family status, sexual orientation, or political affiliation nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.03 Harassment/ Bullying

Workplace Harassment, Workplace Bullying and Workplace Violence are defined in the Employers Respectful Workplace Policy as follows:

- (a) Workplace Harassment is any unwelcome conduct by an individual or group of individuals that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
- (b) Workplace Bullying is a repeated pattern of negative behavior aimed at a specific person or group.
- (c) Workplace Violence is threatened, attempted or actual conduct of a person that is likely to cause physical injury.

6.04 The Employer shall have a Discrimination/ Harassment/ Bullying Policy which will be made available to all Employees. A complaint of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation in accordance with Policy and Employees are required to cooperate with the investigation. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.

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

ARTICLE 7
IN-SERVICE PROGRAMS

- 7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for all Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to designated Employees on an annual basis:
- (i) CPR (LPN's / Assisted Living/Recreation Employees);
 - (ii) Fire, evacuation and disaster procedures;
 - (iii) Proper lifting and prevention of back injuries;
 - (iv) Workplace Hazardous Materials Information System (WHMIS).
- (c) Employees who, with the prior approval of the Employer, attend in-service programs that are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (i) Employees required to attend such programs, on days off, shall be paid their regular rate of pay for attendance.
- (d) The Employer may make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- (e) The Employer shall make available an in-service by a professional with the skills on the prevention and management of staff abuse including handling aggressive resident behavior 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.

ARTICLE 8
PROBATIONARY PERIOD

- 8.01 An Employee shall serve a probationary period of four hundred and eighty (480) hours worked for each period of continuous employment not interrupted by termination or dismissal. In consultation with the Union the probationary period may be extended for a period up to an additional four hundred and eighty (480) hours worked, exclusive of overtime hours worked. The Employee and the Union will be informed in writing of the decision to extend a probationary period. During the probationary period the Employee may be terminated for just cause.

- 8.02 The Employer shall provide a paid orientation period for all new Employees. Orientation shall be provided by an individual with at least six (6) months experience.
- 8.03 Subject to Article 10 - PERFORMANCE APPRAISAL, the Employer shall provide a performance appraisal to each probationary Employee at least once during their probationary period.

ARTICLE 9
SENIORITY

- 9.01 (a) A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service in the Centre's employ commenced within the bargaining unit, including all prior periods of service as Casual, Temporary or Regular Employee contiguous to present regular employment.
- (b) 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 Article 9.01.
- 9.02 Seniority shall be considered in determining:
- (a) Preference of vacation time in Article 23: Annual Vacation.
- (b) Layoffs and recalls, subject to the provisions specified in Article 31: Layoff and Recall.
- (c) Promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments, Transfers and Promotions.
- (d) The selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employee's full time equivalency (FTE).
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Article 31.07.

- 9.04 The Employer will post on the Bulletin Board provided pursuant to the provisions of Article 33, a seniority list containing the name and seniority date of each regular and temporary Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months. Copies of said seniority lists will be provided to the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 9.05 The Employer shall post every three (3) months a list of casual employees in order of date of hire with the Employer.
- 9.06 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 10
PERFORMANCE APPRAISALS

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Centre.
- 10.02 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that the Employee is 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 the Employee's personnel file.
- 10.03
 - (a) By appointment made at least one (1) working day in advance, excluding weekends and holidays 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.
 - (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 she first pays 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.
- 10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 11
APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 11.01 The Employer shall post within the Centre(s) notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications and or competencies required;
 - (b) employment status (Regular, Temporary or Casual);
 - (c) Classification and master rotation/shift pattern (line #) and FTE;
 - (d) wage range as per Collective Agreement;
 - (e) if Temporary, the anticipated duration of such position; and
 - (f) number of hours per shift based upon master rotation.
- A copy of all postings shall be forwarded to the Union (Chapter Chairperson).
- 11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre as the Employer may designate.
- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 11.04 (a) In filling a new position or vacancy, appointments shall be made on the basis of the skills, training, knowledge, acceptable performance and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
- (b) Subject to Article 11.04(a), Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.
- 11.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for five (5) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- 11.06 At time of hire or transfer, or change of hours in accordance with Article 12 - Hours of Work, or change of status in accordance with the collective agreement, all Employees shall receive a letter, which shall include the following:
- (a) status (Regular, Temporary or Casual);
 - (b) classification and FTE;
 - (c) number of hours per shift based upon master rotation;
 - (d) date of hire and transfer (if applicable); and
 - (e) rate of pay (increment step).

- 11.07 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavor to reinstate the Employee in their former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of the Employee's former position.
- 11.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of Rehabilitative Work.
- 11.09 A regular Employee who applies for and is successful on a temporary posting shall maintain her 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 the Employee's former position. At the completion of the Employee's temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- 11.10 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavor to reinstate the Employee in their former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of the Employee's former position.
- 11.11 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of Rehabilitative Work.
- 11.12 A regular Employee who applies for and is successful on a temporary posting shall maintain their status as a regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of the Employee's temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12
HOURS OF WORK

- 12.01 Regular hours of work for the Full-Time Employees, exclusive of meal periods shall be:
- (a) seven point seven five (7.75) consecutive hours per day;
 - (b) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of shift schedule.
- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours, or
 - (ii) one 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 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 than three point five (3.5) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four(4) hours.
- 12.03
- (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, the Employee shall be so advised in advance and be paid for that meal period at the Employee's basic rate of pay.
 - (b) If an Employee is recalled to duty during their meal period or rest period the Employee 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 two times (2X) the Employee's 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 Article12.03(a), at two times (2X) the Employee's 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 two times (2X) the Employee's basic rate of pay.
- 12.04 Subject to Article 12.12 and 12.13 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

12.05

- (a) Except in cases of emergency or by mutual agreement between a regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts,
 - (ii) at least two (2) consecutive days of rest,
 - (iii) days of rest on three (3) weekends in a eight (8) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) an Employee shall not be scheduled to work six (6) consecutive shifts more than three times in a eight (8) week period.
- (b) There shall be two (2) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 12.05(a) above shall be amended as follows:

OPTION I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than once in a four (4) week period.

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, she shall be entitled to premium pay at two times (2X) the Employee's basic rate of pay for that shift. This Article does not apply to cases where Articles 12.12 and 12.13 have been applied in altering a shift schedule.

- 12.06 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 twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 12.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.05.
- (b) For Employees working evening only or nights only, or a combination of evenings/nights, the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year.
- 12.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and
- (iii) Such exchange shall not result in the payment of overtime.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12.09 When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their basic rate of pay.
- 12.10 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.11 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.
- 12.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been the Employee's off duty days.

- 12.13 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, but not their scheduled days off, the Employee shall be paid at the rate of two times (2X) 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.
- 12.14 On the date fixed by proclamation, in accordance with *the Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.15 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period, and
 - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Article 12.01, 12.04, 12.05 and Article 13: Overtime shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

ARTICLE 13 OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- 13.02 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.
- 13.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Employees are to exhaust all banked time in lieu prior to using vacation days. Time off not taken by the last day of March in any given year shall be paid out.

Commencing January 1, 2020 an Employee can choose to bank equivalent time off in lieu of pay to a maximum of two (2) weeks. Employees are to exhaust all banked time in lieu prior to using vacation days. Time off days not taken by the last day of March in any given year shall be paid out.

ARTICLE 14
SALARIES

- 14.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 14.03 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the completion of two thousand and twenty-two point seven five (2022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1813.5) regular hours actually worked to the maximum increment granted for Full-time Employees.
- 14.04 When an Employee is transferred to a classification with a higher rate of pay, she 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, the Employee shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.
- 14.05 When an Employee is transferred to a classification with a lower rate of pay, the Employee's salary shall be adjusted immediately to the basic rate they would have been entitled to, had the Employee been on the lower rated classification from commencement of employment.
- 14.06 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.
- 14.07 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;
 - (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

- 14.08 When a new classification is created under Article 14.07 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Article 36.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 14.09 Employees required by the Employer to attend staff meetings, and committee meetings (except as provided in Articles 19.01 and 34.01) she shall be paid at the applicable rate of pay for attendance at such meetings.
- 14.10 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted by applying the following formula:
- (a) Experience prior to a two (2) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
- Additional time worked, measured in monthly units and not credited for the purposes on initial placement on the salary scale, shall be applied towards the calculation of the next increment.
- 14.11 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Disciplines Act* (Alberta) and Regulations shall be employed as a Licensed Practical Nurse.
- 14.12 An Employee who has completed the required training and who is eligible but not yet registered, or who has not maintained current registration as a Licensed Practical Nurse pursuant to the *Health Disciplines Act* (Alberta) and Regulations shall be paid at the appropriate rate of pay for a Personal Care Attendant.
- 14.13 An Employee who has completed the requisite training program pursuant to the *Health Disciplines Act*, and who passes the C.N.A.T.S exams on the first available opportunity to sit said examination following the commencement of employment, shall have the Employee's basic rate of pay adjusted retroactively to that for the classification of L.P.N., to the date of hire. Otherwise retroactive adjustment of the basic rate of pay will be restricted to the date on which the examination was written and passed.

ARTICLE 15 CONTRACTING OUT

- 15.01 It is not the intention of the Employer to enter into any contracting out of work arrangements that directly result in the loss of any Regular Employee's employment during the term of the Collective Agreement. However, if it becomes necessary to contract out, the following principles will apply:
- (a) The Employer will endeavor to avoid contracting out work that can be done by Employees of the Valleyview in an effective, efficient manner within the framework and meeting the operational time constraints of the work.

- (b) All contracting out arrangements will be reviewed by the Union and Employer to determine the economic feasibility of contracting out;
- (c) In reviewing contracting out, where it may be feasible that the work can be performed by Valleyview Employees, the parties agree to work together towards accomplishing this goal;
- (d) The Union will be provided with as much notice as possible, with a minimum of ninety (90) calendar days notice and an opportunity to discuss any planned intent to contract out;
- (e) Employees affected will have access to lay-off provisions of the Collective Agreement;
- (f) Employees on recall as a result of contracting out will have their names maintained on the re-employment list for one (1) years;

ARTICLE 16
SHIFT DIFFERENTIAL

- 16.01 A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.
- 16.02 A shift differential of four dollars and fifty cents (\$4.50) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
Effective April 1, 2019 a shift differential of four dollars and seventy-five (\$4.75) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 16.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 16.04 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 17
WEEKEND PREMIUM

- 17.01 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees within a sixty-four hour (64) period commencing fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday.
- 17.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 17.03 Where applicable, an Employee shall be eligible to both Shift Differential and Weekend Premium.

ARTICLE 18
TEMPORARY ASSIGNMENTS

- 18.01 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 or partial shift or longer, the Employee shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing the Employee has the necessary skills, training and knowledge to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, the Employee's basic rate of pay will not be changed.
- 18.02 Effective upon ratification, where the Employer designates a Licensed Practical Nurse to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, the Employee shall be paid an additional two dollars (\$2.00) per hour.

ARTICLE 19
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 19.01 An Employee-Management Advisory Committee shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.
- 19.02 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.
- 19.03 Employees shall be paid the applicable rate of pay for attendance at EMAC meetings.

ARTICLE 20
RESIGNATION AND TERMINATION

- 20.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.
- 20.02 An Employee absent for three (3) consecutive shifts without notifying the Employer shall be considered to have resigned their employment, unless the Employee can satisfactorily demonstrate to the Employer the need for absence and inability to notify the Employer.
- 20.03 Vacation Pay on Termination
An Employee who resigns shall receive wages and vacation pay to which the Employee is entitled, at the Employee's regular earnings to the date of termination.
- 20.04 An Employee shall return any company property distributed for the purpose of doing their assigned work.

ARTICLE 21
TRANSPORTATION

- 21.01 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.
- 21.02 Where a Regular Employee is assigned duties necessitating the use of their automobile, the Employee shall be reimbursed at the rate of forty-four cents (44¢) per kilometer.

ARTICLE 22
NAMED HOLIDAYS

- 22.01 (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 | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- August Civic Holiday
and any day proclaimed to be a holiday by
- (i) the Government of the Province of Alberta and/or
- (ii) the Government of Canada.
- Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.
- (b) Notwithstanding the foregoing, while:
- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board; or
- (iii) on other leaves of absence with pay in excess of thirty (30) calendar days for any reason.
- an Employee shall not be entitled to:
- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Named Holidays.

- (c) The following faith based Named Holidays Good Friday and Christmas Day may be exchanged within the same calendar year for any religious holiday of personal faith, at the request of the Employee. The Employee must provide at least twenty-one (21) calendar days notice of the request.

22.02 Subject to Article 22.01(b), to qualify for a named holiday with pay the Employee must:

- (a) Work the Employee's 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.

22.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at two times (2X) the Employee's basic rate of pay plus:

- (a) an alternate day off at a mutually agreed time, or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at the Employee's basic rate of pay.

22.04 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/or hours 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 the Employee's basic rate of pay.

22.05 The Employer shall schedule an Employee in such a manner to provide the Employee with days off on at least two (2) of the actual Named Holidays as provided in this Article, unless an Employee requests otherwise in writing.

22.06 Unless an Employee requests otherwise in writing, the Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off. Such that the employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e.) December 24 and 25; or December 25 and 26, December 31 and January 1 or January 1 and 2.

ARTICLE 23 ANNUAL VACATION

23.01 **Definition:**

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.

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

23.02

Vacation Entitlement

- (a) Effective July 1, 2012 during each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay which can be taken upon completion of their probationary period and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;
 - (ii) during the fifth (5th) to sixteenth (16th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days; and
 - (iii) during the seventeenth (17th) and subsequent years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days.
- (b) Employee with less than a year of service

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

- (c) **Vacation Earning**

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

23.03

- (a) Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:
 - (i) on layoff; and
 - (ii) in receipt of compensation from the Workers' Compensation Board; and
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

23.04

Time of Vacation

- (a) As far as possible, Regular Full-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. After March 15th vacation approval will be given on a first come first serve basis. The Employer shall indicate approval or disapproval of that vacation request within ten (10) working days of the request being submitted.
- (b) A Regular Employee shall have the right to utilize vacation credits provided the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (c) Regular Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Regular Employees may carry forward two weeks of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the two weeks) before the end of each year – December 31st. Any unused vacation credits beyond two weeks will be paid out by January 31st.
- (d) An employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager. A request to carry forward unused vacation credits shall not be unreasonably denied.

23.05

An Employee required by the Employer to return to work during their vacation will receive two times (2x) the Employee's basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

ARTICLE 24
EMPLOYEE BENEFITS PLAN

24.01

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

- (a) Desjardin Supplementary Benefits Plan, or equivalent, which provides eighty percent (80%) payment provision for all physician or dentist prescribed medication and Paramedical coverage of five hundred dollars (\$500) per practitioner per benefit year. Paramedical coverage shall be fifty dollars (\$50) per visit for all practitioners.

- (b) A benefits plan inclusive of:
 - (i) Group Life Insurance, insuring to the amount of one times (1X) annual salary with a minimum of twenty-five thousand (\$25,000) dollars
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Desjardin Dental Plan,, or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. A maximum annual reimbursement of twenty-five hundred dollars (\$2500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2500) per insured person.

24.02 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employeee.

24.03 Enrolment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-Time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) 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.

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

24.05 The Employer will provide one copy of each of the plans to the Union.

24.06 The Employer shall engage in meaningful discussion with the union regarding any changes to the health benefit plans or health benefit plan carriers.

ARTICLE 25 SICK LEAVE

25.01 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 Medical Officer of Health.

- 25.02 After an Employee has completed their probationary period the Employee shall be allowed a credit for sick leave from the date of employment at the rate of twelve (12) hours for every one hundred and seventy-three (173) paid hours to a maximum credit of six hundred and twenty (620) hours. Provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. In the case of:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) periods while in receipt of compensation from the Workers' Compensation Board;
- sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.
- 25.03 Employees reporting sick shall advise the Employer at a minimum of two (2) hour prior to the start of the Employee's shift and as soon as possible. An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.
- 25.04 Subject to Article 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at the Employee's basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time the sick leave commenced.
- 25.05 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in excess of three (3) days. Payment of sick leave benefit shall not be effected until required substantiation has been supplied. The Employer may require a doctor's certificate for one (1) or more days' absence but such requirement shall not be unreasonably imposed.
- 25.06 When an Employee has accrued the maximum sick leave credit of six hundred and twenty (620) hours the Employee shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 25.07 If an Employee requires time off for the purpose of attending a dental, or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

- 25.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the 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 the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 25.04. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of the Employee's vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 25.04. 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 the Employee's claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.04 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.
- 25.09 Upon request of an Employee, but not more frequently than twice a year, the Employer shall advise an Employee of their accrued sick leave credits. The Employee shall give the Employer not less than one (1) day's notice (excluding weekends and holidays).
- 25.10 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.
- 25.11 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 Article 27.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work.
- (a) if the Employee is capable of performing the duties of their former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to their disability;

- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of the Employee's former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

25.12 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 11: Appointments, Transfers and Promotion, Article 12: Hours of Work, Article 28: Part-Time Employees.

25.13 The Employer shall be responsible for replacing employees who are off work due to illness.

ARTICLE 26 WORKERS' COMPENSATION

- 26.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board.
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: 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 her 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.

- 26.02 An Employee receiving compensation benefits under Article 26.01 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 Employee Benefit Plans;
 - (b) cease to earn Vacation and Sick Leave credits subject to Articles 23.03 and 25.02;
 - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 26.03 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 the Employee's 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 the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
 - (b) incapable of performing the duties of the Employee's former position, but is capable of performing the duties of their former classification, shall notify the Employer of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to a position for which the Employee is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to the Employee prior to the disability;
 - (c) incapable of performing the duties of the Employee's former classification, and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which the Employee is eligible under Article 24: Employee Benefits Plans or Article 25: Sick Leave.
- 26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 28: Regular Part-Time Employee and Article 38: Extended Work Day.
- 26.05 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 Article 26.03(a); or
 - (b) for whom, after a reasonable effort having been made pursuant to Article 26.03 (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.

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

26.07 The Employer shall be responsible for replacing Employees who are off work due to injury.

ARTICLE 27 LEAVE OF ABSENCE

Employees are entitled to apply for job protected Leaves of Absence as proclaimed by the Government of Alberta or the Government of Canada. The legislative provisions for Leaves of Absence in place on the date of ratification of the agreement will remain in place for the term of the agreement regardless of any subsequent changes to the legislation.

27.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer health benefit plan contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstance the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of general leaves of absence is subject to operational requirements and the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) For the purposes of this Article, Leaves of Absence shall not be granted, nor continued, for the purpose of working for another employer except for instances of volunteer work.
- (c) Except as provided in Article 27.01(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 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the Payroll Department for the full amount of the premiums. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.

- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall be considered to have resigned 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 for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of the Employee's leave of absence.
- (g) When an Employee is on leave of absence without pay and is receiving WCB benefits, the Employee may continue participation in the Employee health benefit plan for the period of the Employee's employment pursuant to 26.02 by continuing their cost share payment.
- (h) All Employees returning early from a leave of absence in excess of thirty (30) days shall provide a minimum of fourteen (14) days written notice.

27.02

Union Representative

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer to be considered for approval. We possible, the Union member shall give two (2) weeks notice for such request.
- (b) The Employer shall not unreasonably withhold leave of absence, with or without pay, for Employees, to a maximum of five (5), 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) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Group Life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (d) When leave to attend Union Business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by Employer to cover cost of benefits.

27.03

Negotiations

Up to three (3) Employees shall be granted time off without loss of pay, or loss of seniority in order to participate in AUPE preparation for negotiations and negotiations with the Employer in accordance with Article 27.02 (d).

27.04

Maternity Leave

- (a) An Employee who has completed ninety days (90) continuous employment shall, upon the Employee's written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the thirteen (13) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

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

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

27.05

Parental Leave

- (a) A parent who has completed ninety days (90) continuous employment shall upon the Employee's written request be granted an unpaid leave for up to sixty two (62) weeks without pay within seventy eight (78) weeks of the child's birth.
- (b) An Employee on maternity leave or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice, in writing of their readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date she commenced leave.
- (c) In the event that during the period of an Employee's Parental Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's Parental Leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 32.04.
- (d) Parental leave described above may be taken wholly by one of the parents or shared by both parents.
- (e) If two (2) employees are parents to the same child, the Employer is not required to grant parental leave to more than one (1) employee at a time.

27.06

Court Appearance

- (a) In the event a Regular or Temporary Employee is required by law 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 the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings at the Employee's basic rate of pay for the scheduled shifts so missed;
 - (ii) be paid at the Employee's basic rate of pay for the hours of attendance at Court on the Employee's 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 Article of this Collective Agreement;
 - (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) and the day(s) the Employee is required to appear before a Court for the reasons stated in (a), the Employee shall be granted a leave of absence for those scheduled shifts so missed and shall suffer no loss of regular earnings at the Employee's 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, the Employee shall be granted a leave of absence without pay.

27.07

Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Stepparent, stepchildren, stepbrother and stepsister shall be considered as members of the Employee's immediate family. For the first three (3) working days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional working 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 shall 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) Employer shall be responsible for replacement of Employee, while Employee is off for Bereavement Leave.

27.08 **Special Leave**

Each calendar year, each regular and temporary Employee shall be entitled to five (5) special leave days, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention.

For each of the Special Leave days with pay, the Employee shall use either a vacation day with pay, a banked day with pay in lieu of a Named Holiday or banked overtime or unpaid leave of absence subject to the Employer's prior approval.

Wherever possible, one (1) week's notice shall be given unless in the event of an emergency.

"Immediate family" shall mean the parents of the Employee, the Employee's spouse or dependant children.

An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Special Leave.

27.09 **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 Article 27.01, 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, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which she is on leave.

27.10 **Compassionate Care Leave**

(a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.

(b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

ARTICLE 28
REGULAR PART-TIME EMPLOYEES

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

Article 12 - Hours of Work

Article 13 - Overtime

Article 22 - Named Holidays

Article 23 - Annual Vacation

Article 25 - Sick Leave

Which are superseded by the following:

28.02

Hours of Work

Regular hours of work, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than seventy-seven point five (77.5) hours in a two (2) week pay period.

28.03

Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
- (b) 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
- (c) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than three point five (3.5) hours; and
- (d) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4.0) hours;
- (e) 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 the Employee's meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's basic rate of pay. In addition to the basic rate of pay, the Employee shall also be paid for Weekend Premium and Shift Differential if applicable.
- (f) If an Employee is recalled to duty during the Employee's meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) the Employee's 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 Article 28.03(e), at two times (2X) the Employee's 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 two times (2X) the Employee's basic rate of pay.

- 28.04 Subject to Article 28.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 28.05 (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer:
- (i) shift schedules shall provide for at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) days of rest on three (3) weekends in a eight (8) week period.
"Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iii) an Employee shall not be scheduled to work six (6) consecutive shifts more than three times in a eight (8) week cycle.
- (b) There shall be two (2) optional scheduling systems available, which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 28.05 (a) above shall be amended as follows:

OPTION I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) an Employee shall not be scheduled to work on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than once in a four (4) week period.

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an Employee shall not be scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, the Employee shall be entitled to premium pay at two times (2X) the Employee's basic rate of pay for that shift. This section does not apply in cases where Article 28.12 has been applied in altering a shift schedule.

- 28.06 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 twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 28.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 28.05.
- (b) For Employees working evening only or nights only, or a combination of evenings/nights, the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year.
- 28.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchanges shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.
- 28.09 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's basic rate of pay.
- 28.10 A Regular Part-Time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 28.11 (a) A Part-Time Employee may work additional shifts.
- (b) Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, the Employee shall be paid the Employee's basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 28.14:
- (i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or

(ii) for work performed by the Employee in excess of the seventy-seven point five (77.5) hours in a two (2) week period in Article 28.02.

(c) Where the Employer requires a Part-Time Employee to work without the Employee's having volunteered or agreed to do so, the Employee shall be paid the applicable overtime rate provided in Article 28.14.

28.12 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, the Employee shall be paid at the rate of two times (2X) the Employee's 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.

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

Overtime

28.14 (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of seven point seven five (7.75) hours per day or seventy-seven point five (77.5) hours in a two week pay period. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

(b) If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

Commencing January 01, 2020 an Employee can choose to bank equivalent time off in lieu of pay to a maximum of two weeks. Employees are to exhaust all banked time in lieu prior to using vacation days. Time off not taken by the last day of March in any given year shall be paid out.

(c) The Employer shall designate an individual who may authorize overtime.

Named Holidays

28.15 A Part-Time Employee who works on a Named Holiday shall be paid at two times (2X) the Employee's basic rate of pay for all hours worked.

28.16 Regular Part-time employees shall be paid, in addition to their basic rate of pay, four point six five percent (4.65%) of this rate of pay, inclusive of holiday pay, vacation pay and premium pay. It shall be paid per pay period in lieu of the Named Holidays.

- 28.17 (a) Unless an Employee requests otherwise in writing the Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off. Such that the employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e.) December 24 and 25; or December 25 and 26, December 31 and January 1 or January 1 and 2.
- (i) An Employee granted Christmas Day off in accordance with Article 28.17 (a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Years Day off in accordance with Article 28.17(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

Annual Vacation

28.18 Definition:

“Vacation” means annual vacation with pay.

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

$$\begin{array}{l} \text{Hours worked at the} \\ \text{rate time specified in} \\ \text{Article 28.19(b)} \end{array} \times \begin{array}{l} \text{The applicable} \\ \% \text{ outlined} \\ \text{below} \end{array} = \begin{array}{l} \text{Number of hours of} \\ \text{paid vacation time to} \\ \text{be taken} \end{array}$$

- (i) up to one year, six percent (6%) of earnings as per 23.02 (b).
- (ii) six percent (6%) during the first (1st) to fourth (4th) employment years; or
- (iii) eight percent (8%) during the fifth (5th) to sixteenth (16th) employment years.
- (iv) ten percent (10%) during the seventeenth (17th) and subsequent employment years.
- (b) For the purposes of Article 28.29(a), hours worked shall include hours worked and paid at the Basic Rate of Pay, and sick leave with pay in accordance with Article 28.21 - 28.32.
- (c) The employer shall provide to each employee a bi-weekly report of their vacation accrual in hours.

28.20

(a) Time of Vacation

- (i) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. After March 15th vacation approval will be given on a first come first serve basis. The Employer shall indicate approval or disapproval of that vacation request within ten (10) working days of the request being submitted.
- (ii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (iii) A Part-time Employee shall have the right to utilize vacation credits provided the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (iv) Part-time Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Part-time Employees may carry forward two weeks of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the two weeks) before the end of each year – December 31st. Any unused vacation credits beyond two weeks will be paid out by January 31st.
- (v) An employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager. A request to carry forward unused vacation credits shall not be unreasonably denied.
- (vi) An Employee required by the Employer to return to work during their vacation will receive two times (2X) the Employee's Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

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

Sick Leave

28.21

Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under *The Workers Compensation Act* or for quarantine by a Medical Officer of Health.

28.22 On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date the Employee continuous service commenced at the rate of twelve (12) hours for every one hundred and seventy-three (173) hours of employment, up to a maximum of six hundred and twenty (620) hours prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of the Employee's probationary period, nor for additional shifts worked pursuant to Article 28.11. In the case of:

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

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

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

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

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

28.26 When a Part-Time Employee has accrued the maximum sick leave credits of six hundred and twenty (620) paid hours, the Employee shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

- 28.27 If an Employee requires time off for the purpose of attending a dental, or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 28.28 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming the Employee's duties at the conclusion of the vacation period and the Employee has substantiated the Employee's claim for sick leave, income continuance thereafter will be in accordance with Article 25.04. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "inpatient" during the course of the Employee's vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 25.04. 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 the Employee's usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of the Employee's claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.04 until the Employee has recovered sufficiently to permit the resumption of the Employee's 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.
- 28.29 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of the Employee's accrued sick leave credits.
- 28.30 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of the Employee's employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of the Employee's termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of the Employee's accumulated sick leave entitlement upon termination.

28.31

An Employee who has exhausted the Employee's 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 Article 27.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of the Employee's former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to their disability;
- (b) if the Employee is incapable of performing the duties of the Employee's former position, but is capable of performing the duties of the Employee's former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

28.32

- (a) Regular Part-Time Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
 - (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) hours in a day or thirty eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule, in which event Articles 28.02, 28.04, 28.05, 28.12 and 28.14 have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked these hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime in accordance with Article 13.05.

ARTICLE 29
TEMPORARY EMPLOYEES

- 29.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:
- (a) Article 24 (Employee Benefits Plan) prior to the completion of six (6) months of continuous service;
 - (b) Article 32 (Layoff and Recall);
- 29.02
- (a) A Temporary Employee shall not have the right to grieve the termination of their employment if such termination occurs at the end of the period for which the Employee was hired.
 - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of the Employee's temporary position.
 - (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to the Layoff and Recall (Article 31) of this Collective Agreement when no longer required in that capacity.

ARTICLE 30
CASUAL EMPLOYEES

- 30.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.
- 30.02 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.
 - (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 more than seventy-seven point five (77.5) hour in a two (2) week pay period
 - (d) Hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) 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
 - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than three point five (3.5) hours; and

- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
- (v) 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, the Employee shall be so advised in advance and be paid for that meal period at the Employee basic rate of pay in addition to shift differential and weekend premium.
- (vi) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (a) for a rest period, at two times (2X) the Employee's basic rate of pay rather than at straight time; or
 - (b) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(d)(v), at two times (2X) the Employee's basic rate of pay rather than at straight time; or
 - (c) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) the Employee's basic rate of pay.

- 30.03
- (a) No Casual Employee shall be scheduled except with the Employee's consent.
 - (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day 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 twenty-four hundred (2400) and zero eight hundred (0800) hours.

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

30.05 **Overtime**

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or seventy-seven point five (77.5) hours in a two week pay period. The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- (b) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

30.06

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, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay and be entitled to an increment following the completion of two thousand and twenty-two point seven five (2,022.75) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1,813.50) hours worked to the maximum increment granted full-time employees.

30.07

Shift Differential

- (a) A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.
- (b) A shift differential of four dollars and fifty cents (\$4.50) per hour per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

Effective April 1, 2019 a shift differential of four dollars and seventy-five cents (\$4.75) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

30.08

Weekend Premium

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees within a sixty-four hour (64) period commencing fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday.

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

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

30.09

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 the Employee's automobile, she shall be reimbursed pursuant to Article 21.02.

30.10 Named Holidays

- (a) Casual Employees shall be paid at two times (2X) their basic rate of pay for all hours worked on the Named Holiday.
- (b) Regular Part-time employees shall be paid, in addition to their basic rate of pay, four point six five percent (4.65%) of this rate of pay, inclusive of holiday pay, vacation pay and premium pay. It shall be paid per pay period in lieu of the Named Holidays.

30.11 Annual Vacations

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

30.12 Dues Deduction

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

30.13 Grievance Procedure

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

30.14 Appointments, Transfers and Promotions

- (a) Subject to the criteria established in Article 11 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.
- (b) The Employer shall post the name of the successful candidate in accordance with Article 11.05.

30.15 Casual Employees who transfer to Regular Full-Time or Part-Time employment with the Employer shall be credited with the following entitlements earned during the Employee's casual period of employment provided not more than six (6) months have elapsed since she 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 Article 30.07.

30.16 Temporary Assignments

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

30.17 Probationary Period

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

30.18 Discipline and Dismissal

Casual Employees shall be covered by Article 32: Discipline and Dismissal.

ARTICLE 31
LAYOFF AND RECALL

31.01 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.

31.02 (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB benefits.

- (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or 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 not less than fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from a natural disaster, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

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

- (d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
 - (i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which the Employee has the requisite skill, training, and knowledge to perform the work by selecting a vacant position in the same classification or, by selecting to displace an Employee with less seniority in the same classification. Following consultation with the Employee, the Employer shall place the Employee in a position within the same classification with equal or lesser FTE where operational requirements permit in the same status for which the Employee has the requisite skills, training and knowledge to perform the work.
 - (ii) 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 (i.e LPN may displace a HCA) in a classification in a lower pay grade.

31.03 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 the Employee's particular classification;

shall be provided with not less than fourteen (14) calendar days notice specifying the date on which the Employee will be laid off.

- 31.04
- (a) All Regular and Temporary vacancies shall be posted. Casual Employees and external applicants are not eligible for hire while Regular Employees on layoff are seeking recall. The posting and selection process shall be administered in accordance with Article 11: Appointments, Transfers and Promotions.
 - (b) 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 layoff.

- 31.05 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.
- 31.06 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 24: Health Benefits. On the following basis:
- (a) for up to twelve (12) months from the end of the month in which the layoff occurred with respect to Desjardin Supplementary Benefits Plan and Desjardin Dental Plan,
and
 - (b) up to six (6) months from the end of the month in which the layoff occurred with respect to Group Life Insurance and Accidental Death and Dismemberment, subject to underwriting approval, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and the Employee's recall status shall not be adversely affected.
- 31.07 When increasing the work force, Employees shall be recalled in order of their seniority provided they possess the requisite skills, 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 double registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. In any event an employee must report to work as recalled in no less than ten (10) work days from the date of recall.
- 31.08 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.
- 31.09 When an Employee is on approved leave of absence, or Worker's Compensation 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.
- 31.10 Employees who have been reduced in regular hours of work through the application of this Article, shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employees previous regular hours. This obligation of offer of casual shifts shall expire on twenty-four (24) months from the date the Employee is reduced in hours or laid off.

31.11 Severance

In recognition of the contributions made by Employee's of Valleyview, an Employee, who has more than one (1) year of service, is given a layoff notice shall be provided with severance pay at the rate of one point five (1.5) weeks of regular pay for each full year on continuous service with the Employer to a maximum of twenty-four (24) weeks pay. For the purpose of calculating severance pay for Part-Time Employees a full year of service shall be based on the hours required for incremental increases in Article 14.

ARTICLE 32
DISCIPLINE AND DISMISSAL

- 32.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 32.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file.
- 32.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 32.04 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.
- 32.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 32.06 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.
- 32.07 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected. A record of disciplinary action as a result of resident mistreatment may after five (5) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action.

- 32.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated the Employee's 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.
- 32.09 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 32.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 33
BULLETIN BOARD SPACE

- 33.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Employer prior to being posted. A response for a request to post a notice shall be provided by the Employer within 24 hours of receipt of the request.

ARTICLE 34
HEALTH AND SAFETY

- 34.01 The Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union. This committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this committee. An Employee shall be paid her basic rate of pay for attendance at these committee meetings.
- 34.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.

- 34.03 The 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. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made the Union representative may direct that the item be referred to the Senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 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 ensure that a reasonable amount of adequate supplies of protective apparel and equipment (i.e. gloves, gowns, masks, protective eyewear, digital equipment, etc.) are provided to ensure the safety of Employees.

ARTICLE 35
COPIES OF THE COLLECTIVE AGREEMENT

- 35.01 Within ninety (90) calendar days of the signing of this Collective Agreement, the Union shall provide each Employee with a copy.
- 35.02 The Union will provide copies of the Collective Agreement to the Employer and the Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 35.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.
- 35.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version.

ARTICLE 36
GRIEVANCE PROCEDURE

36.01 **Grievance Procedure**

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

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 36.05 except in cases of suspension or dismissal which will commence at Step 2; or

- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 36.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.
- (d) A grievance related to the dismissal of a Probationary Employee shall not proceed beyond Step 3 of the Grievance Procedure.

36.02

Authorized Representatives

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of the Employee's functions while investigating disputes and presenting adjustment as provided in this Article. However, no Representative shall leave their work without obtaining consent from their Employer, which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of the Employee's duties involving a grievance provided that the Union representative does not leave the Employer's premises.
- (c) The Employer will provide the Union on an annual basis, a written list of the names and mailing addresses of the Site Administrator and Chief Operating Officer who will respond to grievances at Step 2 and Step 3 respectively as well as the name and mailing address of the Vice President Human Resources.

36.03

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 22: Named Holidays, of this Collective Agreement.

36.04

Mandatory Conditions

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

36.05

The Grievance Procedure

- (a) *Step 1 (Immediate Supervisor)*

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

- (b) *Step 2 (General Manager)*

- (i) Where an Employee is not satisfied with the response at step 1, from their immediate supervisor, she may submit in writing an individual grievance, at step 2 to the General Manager or designate within ten (10) days of discussing the grievance with the Employee's immediate supervisor in Step 1; or
- (ii) If the grievance is a group grievance, it shall be submitted in writing at step 2 to the General Manager or designate within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance. The grievance shall be submitted, in writing, stating the article(s) claimed to have been violated, the nature of the grievance and the redress sought. The General Manager or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The grievance will be responded to, in writing, by the General Manager or designate within ten (10) days of the grievance hearing at step 2.

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

(c) *Step 3 (Vice President Human Resources)*

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

(d) A copy of the written grievance at Step 2 and Step 3 shall be submitted to the Manager of Labour Relations.

36.06

Mediation

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

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

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

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

36.07

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 Article 36.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator, or

- (iii) At the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 36.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (c) In the case of an Arbitration Board, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (e) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 37
CASUAL SHIFTS

- 37.01 (i) When a layoff has not occurred, casual shifts meaning all available, additional or 'pick up' hours of work shall be offered first in order of seniority to Part-Time Employees and secondly to Casual Employees in an equitable manner; and
- (ii) Part-Time Employees will be eligible to pick up shifts based on seniority up to the daily and weekly regular hours of work before offering any hours of work to Casual Employees.
- 37.02 Employees shall be responsible for adding their own name to the list confirming their availability.
- 37.03 All casual additional and 'pick-up' hours of work shall be distributed in accordance with 37.01.

37.04 The Employer will post a list of all casual hours of work for at least ten (10) days for employees to review and offer their availability. (i.e. extended illness leave, W.C.B., vacation). Short notice casual shifts of less than forty-eight (48) hours will not be included on the list.

ARTICLE 38
DRESS CODE

38.01 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.

ARTICLE 39
RETIREMENT SAVINGS PLAN

39.01 The Employer shall maintain a Registered Retirement Savings Plan (RRSP), in which there shall be voluntary participation by regular Employees.

39.02 Regular Employees who work an average of more than fifteen (15) hours per week in a cycle of the shift schedule are eligible to participate in the RRSP.

39.03 New regular Full-Time Employees must complete six months of employment before participating in the RRSP. New regular part-time Employees must complete one thousand and seven point five (1007.5) hours of work before participating in the RRSP.

39.04 Once an Employee has completed the necessary hours for participation in the RRSP, they may start the plan by providing written notice of their intent to participate

39.05 (a) Employees may contribute as much of their earnings as they choose to the RRSP.

(b) (i) The Employer will match Employee contributions to the RRSP to a maximum of two percent (2%) for Employees with less than five (5) years of service at Valleyview.

(ii) The Employer will match Employee contributions to the RRSP to a maximum of two point five percent (2.5%) for Employees with five (5) or more years of service at Valleyview.

(iii) Effective date of ratification, the Employer will match Employee contributions to the RRSP to a maximum of three percent (3%) for Employees with ten (10) or more years of service at Valleyview.

39.06 When an Employee who is participating in the Retirement Saving Plan leaves employment at Valleyview they shall be entitled to the year to date Employer contributions.

Salary Schedule

Effective April 1, 2018 - one point five percent (1.5%) Signing Bonus based on all paid hours between April 1, 2018 and March 31, 2019. The Signing bonus will be payable to all Employees of Agecare Valleyview on the date of signing this memorandum. The Lump sum will be paid within sixty (60) days of the date of ratification of the agreement.

Example: hourly rate X paid hours = _____ X 1.5%

Effective April 1, 2019 - one percent (1.00%) adjustments for all classification on the salary grid.

Position	Start	After 2,022.75 Hours	After 3,836.25 Hours	After 5,649.75 Hours	After 7,463.25 Hours	After 9,276.75 Hours	After 11,090.25 Hours	After 12,904 Hours
HCA, O/T & P/T								
Current	\$19.91	\$20.94	\$21.64	\$22.27	\$23.01	\$23.51	\$24.22	\$24.94
April 1, 2018	1.5% signing bonus based on paid hours between April 1, 2018 and March 31, 2019							
April 1, 2019	\$20.11	\$21.15	\$21.86	\$22.49	\$23.24	\$23.75	\$24.46	\$25.19
LPN								
Current	\$26.43	\$27.59	\$28.68	\$29.81	\$30.92	\$32.00	\$33.29	\$34.62
April 1, 2018	1.5% signing bonus based on paid hours between April 1, 2018 and March 31, 2019							
April 1, 2019	\$26.69	\$27.87	\$28.97	\$30.11	\$31.23	\$32.32	\$33.62	\$34.97
Rec. Assistant								
Current	\$18.64	\$19.28	\$19.87	\$20.48	\$21.09			
April 1, 2018	1.5% signing bonus based on paid hours between April 1, 2018 and March 31, 2019							
April 1, 2019	\$18.83	\$19.47	\$20.07	\$20.68	\$21.30			

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

Signed this 26th day of June, 2019.

ON BEHALF OF AGE CARE VALLEYVIEW

[Redacted signature area]

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

[Redacted signature area]

WITNESS



LETTER OF UNDERSTANDING #1
BETWEEN
AGECARE LTD. (ValleyView)
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MUTUAL AGREEMENT TO ADJUST FTES

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

- (i) Employees may request in writing to increase the Employees regular hours. The Employer shall advise the Union of such requests.
- (ii) The Employer shall offer to increase an Employee's regular hours. The Employer shall advise the Union of such offers.
- (iii) Skills, Training, Knowledge, Ability and Seniority shall be considered in determining which Employees are eligible to have their FTE's adjusted in accordance with this Letter of Understanding.
- (iv) Amendments to FTE's will be limited to the work area from which the original request was received.
- (iv) Such changes shall be confirmed in writing to the Employee and a copy shall be provided to the Union.

Mutual agreement to amend FTE'S shall not be considered a violation of the posting provisions of Article 11, or the provisions of Article 31.

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


On behalf of the Employer

July 2, 2019
Date


On behalf of the Union

June 26, 2019
Date

LETTER OF UNDERSTANDING #2
BETWEEN
AGECARE LTD. (ValleyView)
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EXTENDED WORK DAY

Where the Parties to this agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such agreement by signing a document indicating those nursing units where such agreement applies. The list of nursing units may be amended from time to time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-Time Employees, Part-Time Employees, Casual Employees, or all.

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

Article 12, Hours of Work

Amend Clause 12.01 to read:

- (a) eleven point two five (11.25) consecutive hours per day;

Amend Clause 12.02 to read:

- (i) three rest periods of fifteen (15) minutes during each full working shift of eleven point two five (11.25) hours, or
- (ii) two rest periods of thirty (30) minutes during each full working shift of eleven point two five (11.25) hours, if this is more compatible with scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer.

Amend Clause 12.05 to read:

- (i) at least twenty two point five (22.5) hours off duty between shifts;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) an Employee shall not be scheduled to work four (4) consecutive shifts more than twice in a five (5) week cycle.

OPTION 1

- (i) at least twenty-two point five (22.5) hours off duty between shifts;

- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) An Employee shall not be scheduled to work four (4) consecutive shifts more than once (1) in a five (5) week period.

OPTION II

- (i) at least twenty two point five (22.5) hours off duty between shifts;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than four (4) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty two point five (22.5) hours off duty, she shall be entitled to premium pay at two times (2x) her basic rate of pay for that shift. This Article does not apply to cases where Articles 12.12 and 12.13 have been applied in altering a shift schedule.

Article 13, Overtime

Amend Clause 13.01 to read:

Overtime is all time authorized by the Employer and worked by an Employee in excess of eleven point two five (11.25) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

Article 23, Annual Vacation

Effective July 1, 2012 during each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay which can be taken upon completion of their probationary period and the rate of earning entitlement shall be as follows:

- (i) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of one hundred sixteen point two five (116.25) hours; and
- (ii) during the fifth (5th) to sixteenth (16th) years of employment, an Employee earns a vacation at the rate of one hundred fifty-five (155) hours; and
- (iii) during the seventeenth (17th) and subsequent years of employment, an Employee earns a vacation at the rate one hundred ninety-three point seven five (193.75) hours.

Article 28, Regular Part-Time Employees

Amend Clause 28.02 to read:

Regular hours of work, exclusive of meal periods, shall be up to eleven point two five (11.25) 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 4:3 in a five (5) calendar week period.

- (a) include, as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift of eleven point two five (11.25) hours; or
- (b) two (2) rest periods of thirty (30) minutes during each full working shift of eleven point two five (11.25) 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

Amend Clause 28.05 to read:

- (i) shift schedules shall provide for at least twenty two point five (22.5) hours off duty between shifts;
- (ii) an Employee shall not be scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iii) an Employee shall not be scheduled to work four (4) consecutive shifts more than twice in a five (5) week cycle.

OPTION I

- (i) at least twenty two point five (22.5) hours off duty between shifts;
- (iii) an Employee shall not be scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean:
a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) An Employee shall not be scheduled to work four (4) consecutive shifts more than once (1) in a five (5) week period.

OPTION II

- (i) at least twenty two point five (22.5) hours off duty between shifts;
- (ii) an Employee shall not be scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than four (4) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty two point five (22.5) hours off duty, she shall be entitled to premium pay at two times (2x) her basic rate of pay for that shift. This section does not apply in cases where Article 28.12 has been applied in altering a shift schedule.

Amend Clause 28.11 to read:

- (i) for those hours worked in excess of eleven point two five (11.25) hours in a day; or

Amend Clause 28.32 to read:

- (ii) in place of overtime pay for those hours worked in excess of eleven point two five (11.25) hours in a day or thirty eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule, in which event Articles 28.02, 28.04, 28.05, 28.12 and 28.14 have no application.

Article 30, Casual Employee

Amend Clause 30.02 to read:

- (a) Hours of work for a Casual Employee shall be up to eleven point two five (11.25) hours in a day.
- (b) Casual Employees will not be required to work in excess of four (4) 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 4:3 averaged over five (5) calendar weeks.
- (d) Hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift of eleven point two five (11.25) hours; or
 - (ii) two (2) rest periods of thirty (30) minutes during each full working shift of eleven point two five (11.25) 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

Amend Clause 30.05 to read:

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of eleven point two five (11.25) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

Amend Clause 30.11 to read:

Casual Employees shall be entitled to, in addition to their basic rate of pay, four percent (4%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of one hundred fifty five point zero (155.0) hours and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of one hundred ninety three point seven five (193.75) hours.

This letter of understanding shall be effective the date of signing and shall remain in effect for the term of the collective agreement or unless the parties elect to terminate the letter at an earlier date.

[Redacted Signature]

On behalf of the Employer

JULY 2, 2019

Date

[Redacted Signature]

On behalf of the Union

June 26, 2019

Date