



THE COLLECTIVE AGREEMENT

BETWEEN

**GREEN ACRES FOUNDATION
SUNNY SOUTH LODGE**

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

on behalf of

Local 048, Chapter 027

Expires December 31, 2021

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PREAMBLE

WHEREAS the parties agree the primary purpose and concern of the Employer is to be of service to the community in providing quality resident care in accordance with the Vision, Mission and Values of Green Acres Foundation; and

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

WHEREAS the Union is the duly certified bargaining agent for the employees of the Employer covered by the Labour Relations Board Certificate #201-2014; and

WHEREAS the parties wish to maintain harmonious relations between the Employer and the Union; and

WHEREAS the parties recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW, THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

ARTICLE 1

TERM OF AGREEMENT

- 1.01 This agreement, including Appendices thereto, unless altered by mutual consent of both parties here, shall be in force and effect from the first day of the first pay period following ratification up to and including December 31, 2021 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date of this Agreement.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- in the case of the Employer to:
- The Chief Executive Officer
Green Acres Foundation
122 – 5th Ave South
Lethbridge, AB T1J 0S9
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7
- 1.04 The Collective Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 1.05 The 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 legal strike or lockout commences.

ARTICLE 2

DEFINITIONS

- 2.01 "Code" is *the Alberta Labour Relations Code*, as amended from time to time.

- 2.02 "Arbitration" shall take the meaning from the appropriate section of the Code which deals with the resolution of a dispute or difference.
- 2.03 "Union" is The Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Local" means Local 048, a component of the Union.
- 2.05 "Chapter" means Chapter 027, a component of the Local responsible for administration and negotiation of the Collective Agreement.
- 2.06 "Chapter Chair" means an Member who has been elected at an Annual General Meeting of this Chapter to act as Chief Executive Officer of the Chapter.
- 2.07 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate #201-2014.
- 2.08 "Member" means an Employee of the Sunny South Lodge who is covered by this Collective Agreement and who is a member of this Chapter.
- 2.09 "Union Representative" means a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or bargaining unit members.
- 2.10 "Union Steward" means an Employee of the Employer who has successfully completed the required Union courses and training to be registered by the Union as an official representative of the Union on the worksite.
- 2.11 "Employer" is the Green Acres Foundation and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the Sunny South Lodge.
- 2.12 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Full-Time Employee" is one who is regularly scheduled to work the full-specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (b) "Part-Time Employee" is one who is regularly scheduled to work for less than the full-specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position:

- (i) for a specific job of more than six (6) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of six (6) 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 six (6) months.
- (d) "Casual Employee" is one who:
- (i) is regularly scheduled for a period of six (6) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is six (6) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.

2.13 "Probationary Period" is the period of time as outlined in Article 9.

2.14 "Position" shall mean:

- (a) the Employee status; or
- (b) the classification

2.15 "Facility" means the facility named as Sunny South Lodge in this Collective Agreement.

2.16 "Shall" is interpreted to be mandatory rather than directory.

2.17 "Basic Rate of Pay" shall mean the incremental step in the Wages Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.

2.18 "Shift" shall mean a daily tour of duty exclusive of overtime hours.

2.19 "Shift Rotation" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift rotation" shall be understood to mean a period of time not exceeding six (6) weeks.

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

ARTICLE 3

APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees covered by the Alberta Labour Relations Board Certificate # 201-2014.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Wages Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 Throughout this Collective Agreement the language shall be gender neutral and a word used in the singular applies also to the plural, unless the context otherwise requires.
- 3.04 When a difference arises out of a provision contained in this Collective Agreement and the Employer's regulations, guidelines, policies or directives cover the same subject matter, the Collective Agreement shall supersede the regulations, guidelines, policies or directives.

ARTICLE 4

UNION RECOGNITION AND BUSINESS

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.
- 4.03 All correspondence between the parties shall be between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.04 The Employer will provide a bulletin board for the posting of Union notices at a location as determined by the Employer. The Chapter shall be permitted to post notices of meetings and such other notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 4.05 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by Employer. The supplier of printing of the Collective Agreement will be agreed upon by mutual agreement.

4.06 The Employer agrees that a Union Steward shall be given the opportunity to meet each new Employee for ten (10) minutes for the purpose of explaining the Collective Agreement.

4.07 Employees can wear one (1) Union lapel pin during working hours provided that it does not interfere with Employees' ability to carry out their duties of Employment.

Employees shall have the right to personally display the ordinarily recognized insignia of the Union provided that such insignia is not displayed on Employer's equipment or facilities.

ARTICLE 5

UNION MEMBERSHIP, SECURITY AND CHECK-OFF

5.01 All Employees have the right:

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

5.02 All Employees shall be required to pay Union dues. The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the bi-weekly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than ten (10) days following the bi-weekly pay period in which the dues were deducted. Such deductions shall be accompanied by a list, which shall indicate each Employee's name, address, phone number, status, classification, gross pay and current amount of dues. The Employer shall provide the Union with names, addresses, status and classification of any newly hired Employee.

5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.

5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.

5.05 The Employer shall record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

ARTICLE 6

UNION STEWARDS

- 6.01 The Employer agrees to recognize Employees who are registered as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent them in formal meetings such as: investigation, duty to accommodate, return to work, discipline, the processing of a grievance, or any other labour relations meetings initiated by the Employer. Where it becomes necessary for a Union Steward to leave their job for this purpose, they shall request time off from their immediate Manager and provide them with as much advance notice as possible. Union Stewards shall be paid at their basic rate of pay for all time spent during their regularly scheduled hours of work in performing the functions outlined above.
- 6.02 A list of Union Stewards shall be supplied by the Union Representative to the Chief Executive Officer. The Chief Executive Officer shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 6.03 Employees shall have the right at any time to the assistance of Union Representatives when dealing or negotiating with the Employer regarding an investigation, discipline, duty to accommodate, return to work, or grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the Chief Executive Officer or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 7

MANAGEMENT RIGHTS

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

- (d) demote, discipline, suspend, or discharge for just cause.

ARTICLE 8

RESPECTFUL WORKPLACE

- 8.01 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, discrimination, bullying, and harassment are not tolerated. The Employer has policy dealing with the handling of issues arising from workplace violence, discrimination, bullying, and harassment. Should an Employee not be satisfied with the manner in which the investigation was conducted, the matter may be submitted as a grievance at Step I.
- 8.02 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any Employee by reason of race, colour, national origin, political or religious belief, gender, gender identity, gender expression, marital status, family status, sexual orientation, source of income, age, physical disability, mental disability, ancestry or place of origin of that person or class of persons nor by reason of membership, non-membership or activity in the Union, nor in respect of an Employee's or Employer's exercising any right conferred under this agreement or any law of Canada or Alberta.
- 8.03 Article 8.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 8.04 When an incident outlined in 8.01 is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely, and sensitive manner.

ARTICLE 9

PROBATIONARY PERIOD

- 9.01 All new Employees shall serve a probationary period of four hundred and eighty eight (488) hours worked, for employees working seven point five (7.5) hour shifts and five hundred and twenty (520) hours worked, for employees working eight (8) hour shifts, exclusive of overtime hours worked, for each period of continuous employment not interrupted by termination or dismissal.
- 9.02 A new Employee's probationary period may be extended, in consultation with the Union, for a period up to an additional four hundred and eighty eight (488) hours worked for employees working seven point five (7.5) hour shifts and five hundred and twenty (520) hours worked for employees working eight (8) hour shifts; however, in no event shall the total probationary period exceed nine hundred seventy five (975) hours worked for employees working seven point five (7.5) hour shifts or one thousand and forty (1040) hours worked for employees working eight (8) hour shifts, exclusive of overtime hours worked. During the probationary period the Employee may be dismissed or terminated for any reason.

- 9.03 If an Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period. The Employer shall provide written reason(s) for the termination to the Employee. Such termination shall not be subject in any manner to the grievance or arbitration procedure.
- 9.04 The Employer shall provide a paid orientation period for all new Employees.
- 9.05 The Employer shall provide a performance appraisal for each probationary Employee at least once during their probationary period. In absence of a performance appraisal, it shall mean the Employee meets expectations.

ARTICLE 10

SENIORITY

- 10.01
 - (a) Seniority for all Full-Time and Part-Time Employees shall be defined as the date of hire into a Full-time or Part-time position in the bargaining unit.
 - (b) Should a Temporary Employee become a Full-Time or Part-Time Employee, all hours worked in the temporary position contiguous to their entry into a Full-Time or Part-Time position shall be recognized and contribute toward their seniority accrual.
 - (c) Should a Casual Employee become a Full-Time or Part-Time Employee the date of seniority shall be recognized as the date they enter a Full-Time or Part-Time position.
 - (d) 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 10.01(a)(b)(c).
- 10.02 Seniority shall be recognized only where specifically referenced in this Agreement.
- 10.03 Seniority shall be considered in determining:
 - (a) appointment and filling vacancies subject to the provisions specified in Article 11: Appointments and Vacancies;
 - (b) preference of choosing vacation time in Article 21: Annual Vacation;
 - (c) layoffs and recalls, subject to the provisions specified in Article 28: Layoff and Recall.
- 10.05 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 six (6) 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 28;
- (d) when an Employee has been absent for three (3) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- (e) when an employee fails to report to work on the first day following the expiration of a Leave of Absence unless a reason satisfactory to the Employer is given.

10.06 The seniority list shall be updated by the Employer not less frequently than every six (6) months. The Union shall have thirty (30) days to take issue with the seniority list, otherwise the seniority list shall be deemed to be correct.

ARTICLE 11

APPOINTMENTS AND VACANCIES

11.01 Postings

When a new Full-time or Part-time position is created or when filling a Full-time or Part-time vacancy in any position covered by this Collective Agreement such position or vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Chapter Chair.

11.02 When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the appointment shall be made on a casual basis only, until the regular appointment is made.

11.03 Applications

Applications for vacancies shall be made in writing to the contact person designated on the job posting and in accordance with procedures established by the Employer. Applications for a posted position will be accepted at any time period up to the closing time and date of the posting.

11.04 Selection

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

11.05 The name of the Employee who is appointed to fill the vacancy shall be posted for not less than seven (7) calendar days.

11.06 Trial Period

An Employee transferred to a position in the Bargaining Unit shall serve a trial period of up to four hundred eighty-eight (488) hours worked in the new position or to a maximum of six (6) months for Part-Time Employees. During the trial period the Employee may:

- (a) return to the Employee's former position at their request; or
- (b) the Employer may return the Employee to their former position.

In either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position within the Bargaining Unit consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied by the Employee prior to transfer or promotion.

- (c) In the event the Employee returns to their position:
 - (i) the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right, the posting provision of this Article shall be deemed to be satisfied.
 - (ii) An Employee who transferred before completion of their initial probationary period shall complete the initial probationary period as well as the trial period.

ARTICLE 12

HOURS OF WORK

12.01 This Article defines the normal hours of work. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.

12.02 It is understood and agreed that the Employer operates a continuous operation from Sunday at zero hundred (0000) hours to Saturday at twenty-four hundred (2400) hours.

- 12.03
- (a) Regular hours of work for Full-Time Employees, exclusive of meal periods shall be:
 - (i) The regular work shift for Full-time Employees working seven point five (7.50) hour shifts shall be thirty-seven point five (37.5) hours weekly averaged over an Employee's shift rotation.
 - (ii) The regular work shift for Full-time Employees working eight (8) hour shifts shall be forty (40) hours weekly averaged over an Employee's shift rotation.
 - (b) Regular hours of work for Part-Time Employees, exclusive of meal periods shall be:
 - (i) The regular work shift for Part-time Employees working up to seven point five (7.50) hour shifts shall be up to thirty-seven point five (37.5) hours weekly averaged over an Employee's shift rotation.
 - (ii) The regular work shift for Part-time Employees working up to eight (8) hour shifts shall be up to forty (40) hours weekly averaged over an Employee's shift rotation.
 - (c) Regular hours of work for Casual Employees, exclusive of meal periods shall be:
 - (i) The regular work shift for Casual Employees working up to seven point five (7.50) hour shifts shall be up to thirty-seven point five (37.5) hours weekly averaged over an Employee's shift rotation.
 - (ii) The regular work shift for Casual Employees working up to eight (8) hour shifts shall be up to forty (40) hours weekly averaged over an Employee's shift rotation.

12.04 Employees will not be required to work split shifts, except by mutual agreement between the Employee, Employer and the Union.

12.05 Rest Periods and Meal Period

- (a) Employees working seven point five (7.50) hour shifts shall be:
 - (i) permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.
 - (ii) permitted one (1) unpaid meal period of thirty (30) minutes at approximately the mid-point of their shift.

- (b) Employees working eight (8) hour shifts shall be:
 - (i) permitted one (1) fifteen (15) minute rest period during each period of four (4) hours of work.
 - (ii) permitted one (1) unpaid meal period of thirty (30) minutes at approximately the mid-point of their shift.
- (c) Employees working less than a full shift and less than five (5) hours shall receive rest periods as per 12.05(a)(i) and 12.05(b)(i) and, shall not be provided with a meal period.

Employees working less than a full shift, but five (5) hours or more, shall receive one thirty (30) minute rest period and shall not be provided with a meal period.
- (d) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.
- (e) An Employee required by the Employer to work, or be readily available to work, in excess of the regular hours of work as defined in clause 12.03, due to being recalled during their unpaid meal period will be compensated at the Employee's basic rate of pay should the Employer be unable to re-schedule the Employee's meal later in the same shift.
- (f) The actual times at which an Employee shall take meal period and rest periods will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.
- (g) Meal and rest periods shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the minutes of the meal and rest period expire.

12.06 Employees who wish to leave the facility at meal breaks shall advise their Manager. Employees required to stay at the facility at meal breaks will be compensated in accordance with Article 12.05 (e).

- 12.07 (a) Except in cases of emergency or by mutual agreement between the Employer and the Union, shift schedules for Employees working seven point five (7.50) or eight (8) hour shifts shall provide for:
 - (i) at least fifteen (15) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled shifts;
 - (iii) at least two (2) consecutive days of rest constituting a minimum of fifty-six (56) hours off duty every fourteen (14) calendar days.

- (b) Except by mutual agreement between the Employer and the Union, an Employee working seven point five (7.50) or eight (8) hour shifts shall receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift rotation. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
- 12.08
 - (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance.
 - (b) When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at one and one half times (1 1/2 X) for all hours worked on the first shift of the changed schedule.
- 12.09 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over seven point five (7.50) or eight (8) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 12.10 An Employee who reports for a scheduled shift and is subject to cancellation of the shift shall be paid for a minimum of three (3) hours or for all hours worked, whichever is greater, at the Employee's basic hourly rate of pay.
- 12.11 This Article applies to Casual Employees except clauses 12.07(a)(i), (iii), 12.07(b), and 12.08(a), which shall have no application to Casual Employees.
- 12.12
 - (a) Employees may request to exchange or give away shifts, within the same classification, among themselves, provided that:
 - (i) the request to exchange or give away shift is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such request to exchange or give away shifts must be given by the Employee's immediate Manager; and
 - (iii) there is no additional cost to the Employer.
 - (b) Employee requests to exchange or give away shifts shall be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. The Employer's reply shall also be in writing.
 - (c) Once approved, such exchanges or giveaways shall be recorded on the shift schedule. Effective date of ratification, Employees will be limited to exchange or giveaway one (1) shift per pay period. Effective the first day of the first pay period following January 1, 2019, Employees will be limited to exchange or give away two (2) shifts per pay period.

- (d) Should the number of giveaway shifts in a quarter exceed the equivalent of point one (.1) FTE, the Employee's current FTE shall be permanently reduced accordingly. Discussion with the affected Employee shall take place prior to imposing any permanent reduction and the Employee shall be given reasonable written notice.
- (e) Where the Employer permits Employees to exchange or give away shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 12 and 13, arising with the shift exchange or giveaway. Such exchange or giveaway shall not be deemed a violation of the provisions of this Collective Agreement.

12.13

Additional Shifts

- (a) Part-time Employees wishing to work additional hours, in the same classification, and who so indicate their availability in writing on a monthly basis to the Employer shall be given preference and first opportunity to work any additional hours. If all available shifts are not filled then Casual Employees may be assigned shifts as equitably as possible.
- (b) Shifts that are known to be available prior to the posting of the schedule, or shifts that become available after the posting of the schedule that are not a short notice shift, shall be filled by Part-time Employees within the classification first, subject to the Part-time Employee's written availability, in order of seniority, on a rotational basis. The Employer shall bypass a Part-time Employee on the list who would be eligible for overtime if scheduled to work an available shift.
- (c) When shifts become available on short notice after the posting of the schedule the Employer shall send a group text to all Part-time and Casual Employees, who have submitted their availability in writing. A time-limited response of ten (10) minutes is provided and all respondents are considered based on seniority. If no Part-Time Employee responds, the shift is awarded to the first Casual Employee who is contacted. The Employer shall bypass any Employee on the list who would be eligible for overtime if scheduled to work a short notice shift.
- (d) If texting is not feasible, the Employer shall call all Part-time and Casual Employees who have submitted their availability in writing, in order of seniority, on a rotational basis. If no Part-time Employee accepts, the shift is awarded to the first Casual Employee who is contacted and accepts. The Employer shall bypass any Employee on the list who would be eligible for overtime if scheduled to work a short notice shift.

- 12.14 Any employee who is absent from scheduled duties for three (3) consecutive days, without approval, shall be considered to have abandoned the position, and shall be deemed to have resigned.
- 12.15 Employees shall use the electronic time clock to accurately record all worked time. Employees must use the electronic time clock to accurately record their unpaid breaks. Failure to accurately record time may result in delayed payment of the shift.
- 12.16 Employees working a minimum six (6) hour shift shall have the option of being provided one meal and beverage per shift, which is listed on the Employee's pay stub as a taxable benefit. Employees will be required to sign opt-out form as provided by the Employer.

ARTICLE 13

OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee:
- (a) Employees covered under Article 12.03 (a)(i)
 - (i) in excess of seven point five (7.50) work hours per day; or
 - (ii) in excess of seventy-five (75) work hours in a bi-weekly pay period.
 - (b) Employees covered under Article 12.03 (a)(ii)
 - (i) in excess of eight (8) work hours per day; or
 - (ii) in excess of eighty (80) work hours in a bi-weekly pay period.
- 13.02 Overtime shall be paid at the rate of two times (2 X) for all hours worked by an Employee in excess of seven point five (7.50) work hours or eight (8) work hours per day, as per Article 12.03(a)(i)(ii), or on the scheduled days of rest for Full-Time Employees.
- 13.03 Part-Time Employees shall receive overtime compensation above for all authorized hours worked in excess of the regular hours stipulated in Article 12.03(b)(i)(ii).
- 13.04 Casual Employees shall receive overtime compensation above for all authorized hours worked in excess of the regular hours stipulated in Article 12.03(c)(i)(ii).
- 13.05 Overtime shall be paid out on each bi-weekly pay period.

ARTICLE 14

WAGES

14.01 The basic rates of pay as set out in Schedule "A" are applicable to all Employees covered by this Collective Agreement.

14.02 All Employees shall be paid on a bi-weekly basis, by direct deposit in accordance with the Employer's established practice and each Employee shall be provided with an itemized statement of earnings and deductions accessible electronically by the Employee.

14.03 All Employees shall be paid in fifteen (15) minute increments.

14.04 For Employees working the seven point five (7.5) hour shifts

- (a) A Full-time Employee shall be entitled to increments on the wage grid upon the completion of one thousand, nine hundred and fifty (1950) hours of work, at basic rate of pay, of work with the Employer, exclusive of overtime.
- (b) Part-time, Temporary and Casual Employees shall be entitled increments on the wage grid upon the completion of one thousand, nine hundred and fifty (1950) hours of work, at basic rate of pay, of work with the Employer, exclusive of overtime.

For Employees working the eight (8) hour shifts

- (a) A Full-time Employee shall be entitled to increments on the wage grid upon the completion of two thousand eighty (2080) hours of work, at basic rate of pay, of work with the Employer, exclusive of overtime.
- (b) Part-time, Temporary and Casual Employees shall be entitled to increments on the wage grid upon the completion of two thousand eighty (2080) hours of work, at basic rate of pay, of work with the Employer, exclusive of overtime.

14.05 Recognition of Previous Experience - (Licensed Practical Nurse and Health Care Aide)

When a new Employee has experience satisfactory to the Employer, the Employee's starting wage shall be adjusted as follows:

Partial Years of experience and experience prior to two (2) year lapse will not be recognized.

- (a) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the wage scale.

(b) In order for previous experience to be considered by the Employer, it shall be the responsibility of the newly-hired Employee to provide to the Employer proof of recent related experience. If the Employee fails to do so within two (2) months of their date of hire, they will not be entitled to the recognition of previous experience.

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

14.07 Employees who work in more than one (1) classification shall be paid at the appropriate rate for all hours worked in each classification.

14.08 When an employee applies and is accepted into a new classification, the employee may start in the new classification at the first level of the wage scale for the new classification. Authorized wage increases in the new classification will be based on accumulated hours worked in the new classification from date of the transfer.

14.09 Overpayment

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments. The Employer shall take such internal administrative action as is necessary to correct such errors providing such corrective action is taken within six months of the overpayment. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

14.10 Underpayment

Except for the provisions as outlined in Article 12.15, should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments. If the amount of the underpayment is in excess of one hundred dollars (\$100.00) the full amount will be paid to the Employee within three (3) working days. If the amount of the underpayment is less than one hundred dollars (\$100.00) the full amount will be paid to the Employee on the subsequent pay period.

ARTICLE 15

SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL

15.01

Shift Differential

Evening

(a) An Employee shall receive a shift differential of one dollar and seventy-five (\$1.75) per hour, where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours.

(b) Effective January 1, 2019:

An Employee shall receive a shift differential of two dollars (\$2.00) per hour, where the majority of such shift falls within the period fifteen hundred (1500) to twenty three hundred (2300) hours.

(c) Effective January 1, 2020:

An Employee shall receive a shift differential of two dollars and twenty-five cents (\$2.25) per hour where the majority of such shift falls within the period fifteen hundred (1500) to twenty three hundred (2300) hours.

(d) Effective January 1, 2021:

An Employee shall receive a shift differential of two dollars and fifty cents (\$2.50) per hour, where the majority of such shift falls within the period fifteen hundred (1500) to twenty three hundred (2300) hours.

Night

(e) An Employee shall receive a shift differential of two dollars and seventy five cents (\$2.75) per hour, where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours.

(f) Effective January 1, 2019:

An Employee shall receive a shift differential three dollars (\$3.00) per hour, where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours.

(g) Effective January 1, 2020:

An Employee shall receive a shift differential of three dollars and twenty five cents (\$3.25) per hour where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours.

(h) Effective January 1, 2021:

An Employee shall receive a shift differential of three dollars and fifty cents (\$3.50) per hour where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours.

15.02 Weekend Shift Differential

(a) An Employee shall receive a weekend shift differential of one dollar and fifty cents (\$1.50) per hour, where the majority of such shift falls within the period fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday.

(b) Effective January 1, 2019:

An Employee shall receive a weekend shift differential of one dollar and seventy-five cents (\$1.75) per hour, where the majority of such shift falls within the period fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday.

(c) Effective January 1, 2020:

An Employee shall receive a weekend shift differential of two dollars (\$2.00) per hour where the majority of such shift falls within the period fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday.

(d) Effective January 1, 2021:

An Employee shall receive a weekend shift differential of two dollars and twenty-five cents (\$2.25) per hour where the majority of such shift falls within the period fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday.

15.03 To be eligible for payment of differentials, an Employee must work at least one (1) hour during the differential periods.

15.04 All differentials payable under this Article shall not be considered as part of the Employee's basic rate of pay and shall not be included in the calculation of overtime.

- 15.05 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Differential.
- 15.06 Differentials shall not apply for social activities, meetings, orientation class, professional development, or other Foundation activities, whether held on or off a Foundation site.

ARTICLE 16

WORKING AT ANOTHER SITE

- 16.01 When there are no volunteers, the Employer can direct Employees from this Bargaining Unit to work at other sites in an emergency, or when Employees from this Bargaining Unit are directed to provide training at another site.
- 16.02 Pursuant to 16.01, Employees will be compensated in accordance with the Employer Travel Policy as follows:
- (a) Time spent traveling between sites during the workday is work time.
 - (b) Time spent traveling to an Employee's home site at the start of the day, or returning from the Employee's home site at the end of the day is on the Employee's own time and unpaid.
 - (c) When the Employee is required by Management to report to a site at the start of their day, or to end their work day at a site other than their home site, the travel is on the Employee's own time. The Employee will be paid kilometrage for the travel in excess of the difference between travel from their home site to their residence and their assigned site to their residence.
 - (d) Kilometrage will be paid in accordance with the Employer Policy.

ARTICLE 17

CALL-BACK – MAINTENANCE ONLY

- 17.01 A Maintenance Employee who is called back and returns to return to work outside of their regular scheduled hours or on a Named Holiday shall be paid either:
- (a) the overtime rate as specified in Article 13 for all hours worked; or
 - (b) two (2) hours at the Basic Rate of Pay, whichever is greater.
- 17.02 A Maintenance Employee who is called back to work pursuant to this Article shall be reimbursed for kilometrage from their residence to their work site and return in accordance with the Employer Policy.

ARTICLE 18

PRECEPTOR PAY

- 18.01 Employees may indicate their interest in performing preceptor duties and provide their name to the Employer.
- 18.02 "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate or evaluate students.
- 18.03 A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional sixty-five cents (\$0.65) per hour.

ARTICLE 19

RESIGNATION

- 19.01 An Employee shall provide to the Employer where possible twenty-eight (28) calendar days' notice, in writing and shall, in any case, provide the Employer with fourteen (14) calendar days' notice, in writing, of their desire to resign from their employment.
- 19.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled. Payment shall be paid on the regular payday for the final day of work.
- 19.03 If the required notice of resignation is not given, vacation pay shall be paid in accordance with Alberta Employment Standards.

ARTICLE 20

NAMED HOLIDAYS

- 20.01 (a) The following Named Holidays shall be observed as Statutory Holidays:

| | |
|-----------------------------|------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Heritage Day (August Civic) | |

And all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

20.02 Qualifying for Named Holiday Pay

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

- (a) Work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons acceptable to the Employer; and
- (b) Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

20.03 Employees on layoff status, Workers' Compensation, sick leave, long-term disability or leaves unpaid by the Employer outlined in Alberta Employment Standards and any amendments thereto, on the date of the recognized holiday are not entitled to Named Holiday Pay.

20.04 Full-Time Employees

Subject to Article 20.02 the following shall occur:

(a) Named Holiday Pay

An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay, plus an alternate day off with pay at a mutually agreed time, or in absence of mutual agreement, the Employee shall receive payment for such day at their Basic Rate of Pay.

(b) Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or upon mutual agreement, an alternate day off, or in absence of mutual agreement, the Employee shall receive payment for such day at their Basic Rate of Pay.

(c) Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee, upon mutual agreement, shall receive an alternate day off or in absence of mutual agreement, the Employee shall receive payment for such date at their Basic Rate of Pay.

20.05

Part-Time, Temporary and Casual Employees

Subject to Article 20.02 the following will occur:

- (a) On each pay cheque, Part-time, Temporary, and Casual Employees shall be paid, in addition to their earnings, four decimal two percent (4.2%) of their regular earnings paid at Basic Rate of Pay in lieu of Named Holiday benefits.
- (b) Part-time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on the Named Holiday.

ARTICLE 21

ANNUAL VACATION

21.01

Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation.
- (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) Employees will start earning vacation entitlement upon the date of commencement of employment.
- (d) Vacation accrued in one calendar year must be taken in the next calendar year.

21.02

Vacation Entitlement for Full-Time Employees

- (a) During each year of continuous service in the employ of the Employer, a Full-Time Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st) to third (3rd) years of continuous employment an Employee earns a vacation at the rate of ten (10) working days; and
 - (ii) during the fourth (4th) to ninth (9th) years of continuous employment, an Employee earns a vacation at the rate of fifteen (15) working days; and

- (iii) during the tenth (10th) to fifteenth (15th) year of continuous employment, an Employee earns a vacation at the rate of twenty (20) working days; and
 - (iv) during the sixteenth (16th) to twenty-fourth (24th) year of continuous employment, an Employee earns a vacation at the rate of twenty five (25) working days; and
 - (v) during the twenty-fifth (25th) and subsequent years of continuous employment, an Employee earns a vacation at the rate of thirty (30) working days.
- (b) 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.

21.03 Notwithstanding Article 21.02, vacation pay shall not accrue during periods while:

- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board or on Leaves of Absence in excess of thirty (30) calendar days; or
- (c) during other absences not paid by the Employer at the Employee's basic rate of pay.

21.04 Vacation Entitlement for Part-Time, Temporary, and Casual Employees

During each year of continuous service in the employ of the Employer, a Part-Time, Temporary, or Casual Employee shall earn vacation pay as follows:

- (a) during the first (1st) to third (3rd) years of employment an Employee earns a vacation at the rate of four per cent (4%); and
- (b) during the fourth (4th) to ninth (9th) years of employment, an Employee earns a vacation at the rate of six per cent (6%); and
- (c) during the tenth (10th) to fifteenth (15th) year of employment, an Employee earns a vacation at the rate of eight per cent (8%); and
- (d) during the sixteenth (16th) to twenty-fourth (24th) year of employment, an Employee earns a vacation at the rate of ten percent (10%); and
- (e) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation at the rate of twelve percent (12%).

Part-Time, Temporary, and Casual Employees will be paid the appropriate percentage of vacation pay on each bi-weekly cheque calculated on their Basic Rate of Pay earned in each pay period.

21.05 Time of Vacation

All vacation time shall be subject to operational requirements.

- (a) The Employer shall make available the vacation schedule planner for each classification from November 1st to November 30th of each year.
- (b) The Employee shall choose their first ten (10) days of vacation time prior to November 30th.
- (c) While Employers are to provide vacations in one unbroken period to a maximum of three (3) weeks in accordance with Alberta Employment Standards, an Employee can request, in writing, for the vacation to be broken into shorter periods and if the request can be accommodated, the Employer shall provide this.
- (d) Where an Employee requests vacation after November 30th, the Employer may approve vacation as long as it does not interfere with the vacation of other Employees who have chosen their time prior to November 30th.
- (e) An Employee who has more than ten (10) days of vacation may take remaining vacation at a time approved by the Employer and not in conflict with vacations already selected on the vacation planner.
- (f) Where an Employee has not chosen their vacation times by September 30th of any given vacation year, the Employer and Employee shall meet to determine when the Employee shall take their outstanding vacation.
- (g) Employees must use accrued vacation in the year following the accrual.

21.06 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

21.07 No Full-Time Employee may continue to work and draw vacation pay in lieu of taking their vacation except as outlined in 21.08.

21.08 Buy Back Options

- (a) Full-time Employees with vacation entitlement of twenty (20) days or more may request that the Employer buy back five (5) days of vacation time per calendar year.

- (b) Payment equal to five (5) days' vacation entitlement may be taken as a cash payment or may be deposited in the Employee's RRSP account. Employer shall not match these RRSP contributions.
- (c) All requests for a buy back option must be submitted in writing, and approved by their Manager and CEO by October 31st of the calendar year in which vacation is to be taken.

21.09 Vacation upon Termination

- (a) An Employee who terminates their service or who is terminated shall receive their remaining vacation pay earned but not paid.
- (b) Employees who do not provide notice of termination as outlined in this agreement shall be paid in accordance with Alberta Employment Standards.

ARTICLE 22

BENEFITS

22.01 This Article shall not apply to Casual Employees or Temporary Employees.

22.02 Providing a Full-Time or Part-Time Employee, whose normal hours of work are a minimum of fifteen (15) hours per week, meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the insurer, for the benefits listed below, the Employer agrees to pay a total of fifty percent (50%) of the total cost of the premiums, with the Employees paying fifty percent (50%) of the total cost of the premiums:

- (a) A Prescription Drug Plan which shall provide eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (b) A Dental Plan that provides eighty per cent (80%) reimbursement of eligible basic services and fifty percent (50%) reimbursement of eligible major and orthodontic services. Reimbursement shall be based on the insurer's current dental fee guide.
- (c) A Group Insurance Plan, inclusive of:
 - (i) Basic Life Insurance;
 - (ii) Accidental Death and Dismemberment Insurance.

- (d) An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of one hundred and twenty (120) consecutive days, may apply for Long Term Disability as provided under the Long Term Disability Plan. Long Term Disability benefits, payable under the provisions of the Long Term Disability Plan, shall entitle an Employee with a qualifying disability to a total income up to the established maximums as are provided for within the benefit carrier contract.
- (e) Complete benefit coverage information, including established maximums shall be issued by the benefit carrier and provided to eligible Employees.

22.03 Employees on an unpaid leave of absence, when such absence is not paid by the Employer at Basic rate of Pay, are responsible to pay 100% of the benefit premiums to the Employer on a monthly basis to ensure ongoing benefit coverage while absent from work.

Failure to pay the benefit premium shall result in the Employee's benefit coverage being cancelled after the first missed payment.

22.04 The provisions of the insurance plans as amended from time to time by the insurance carrier shall govern eligibility for participation and premiums paid. These documents shall not be considered part of, or considered incorporated into the Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers providing the levels of current benefits are maintained.

22.05 The Employer agrees that if it changes insurance carriers it shall notify the Union and the affected Employees of any resultant changes in coverage.

ARTICLE 23

SICK LEAVE

23.01 Temporary and Casual Employees are not eligible for sick leave credits.

23.02 Sick Leave shall be provided to Full-time and Part-time Employees when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*.

23.03 (a) Upon ratification of the Collective Agreement sick leave credits for Employees shall be earned and computed at the rate of one working day for each full month of employment up to a maximum credit of twenty (20) days.

- (b) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits, in accordance with Article 23.03(a) above.
- (c) For the purpose of computing sick leave credits under Article 23.03(a), the following shall be counted as working days:
 - (i) days of work;
 - (ii) days on which the Employee is on vacation;
 - (iii) days on which the Employee is on leave of absence with pay from the Employer at the Employee's basic rate of pay;
 - (iv) days on which the Employee is receiving compensation from WCB for less than thirty-one (31) calendar days.
- (d) An Employee shall earn sick leave credits upon date of employment; however, an Employee must complete the probationary period before the Employee shall be allowed to apply sick leave credits.
- (e) For Part-time Employees, the sick leave credits under Article 23.03(a) shall be pro-rated in accordance with their normal hours of work.
- (f) Employees cannot use sick leave credits for any purpose other than when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*, subject to Article 24 (WCB).

23.04 Employees reporting sick shall do so to the Employer at least two (2) hours prior to the commencement of the shift in order that a replacement may be arranged for, or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time, which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

23.05 Subject to Article 23.02, 23.03 and 23.04 above, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled hours 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 their accumulated credits at the time the sick leave commenced. Balance of eligible Employee's sick leave credits shall be included on the Employee's pay statement.

23.06 An Employee may be eligible for sickness benefits through Employment Insurance. If an Employee is absent due to illness, upon request the Employer shall provide a Record of Employment (ROE) and the Employee may apply for sickness benefits through Employment Insurance. Upon verification of an Employee receiving sickness benefits from Employment Insurance, the Foundation will "top up" the amount received from Employment Insurance to a maximum of ninety-five percent (95%) of the Employee's normal weekly earnings for a maximum of 15 weeks, subject to the terms and conditions in the Employer's agreement SO9488-000 with Service Canada. Payments are subject to coordination of benefits with any third party coverage.

Should an Employee's illness extend beyond the Employment Insurance paid leave period they may be eligible for Long Term Disability. It is the responsibility of the Employee to pay one hundred percent (100%) of the benefit premiums should they choose to remain on the Foundation's benefit plan.

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

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

(b) Sick leave shall be granted if an Employee becomes ill during their vacation period as stated in Article 23.08(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation.

(c) Notwithstanding the provisions of Article 23.08(a) and (b), should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided they notify their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

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

23.09 The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with seven (7) days' written notice of readiness to return to work and:

- (a) If the Employee is capable of performing the duties of their former position the Employee shall be reinstated by the Employer in the same position which they held immediately prior to their leave at not less than the same increment in the wage schedule and other benefits that accrued to the Employee prior to their leave;
- (b) If the Employee is incapable of performing the full duties of their former position, when operationally possible, the Employer will place them in an available position that the Employee has the qualifications, education, experience, training, skill, and ability acceptable to the Employer to perform. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) If, after a reasonable effort having been made pursuant to Article 23.09(b) above, alternate employment is not available, it may be deemed that the employment relationship has ended, provided that such action is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

- 23.10 At the expiration of either the last day of paid sick leave, inclusive of EI sickness benefits, or twenty-four (24) months from the first day of Long Term Disability entitlement, an Employee who is not capable of returning to work shall be considered to have terminated their employment relationship with the Employer.
- 23.11 Upon termination of employment all sick leave credits shall be cancelled.
- 23.12 Upon the Employer's request, a physician's statement may be required, in a form acceptable to the Employer, for any absence from work by an Employee verifying the reasons for the absence, as well as a prognosis as to the Employee's return date.

ARTICLE 24

WORKERS' COMPENSATION

- 24.01 Workers' Compensation Board coverage shall be provided by the Employer for an Employee. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.
- 24.02 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer, and who qualifies for benefits in accordance with the Workers' Compensation Act, shall receive benefits directly from the Workers' Compensation Board.
- 24.03 Employees shall be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for WCB. Sick leave benefits shall be payable provided:

- (a) the Employee has sick leave available; and
- (b) the Employee meets the eligibility requirements for sick leave; and
- (c) the Employee assigns their WCB benefits to the Employer to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.

After the money for sick leave has been recovered from the assigned WCB benefits the Employer shall then reinstate the Employee's sick leave credits to the appropriate level and, the Employee shall receive their benefits directly from the Workers' Compensation Board.

- 24.04 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave or vacation entitlement during the period of absence.
- 24.05 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 24.06 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board as fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days' written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.
- 24.07 The Employee shall keep the Employer informed of the progress of their condition on an ongoing basis.

ARTICLE 25

LEAVES OF ABSENCE

- 25.01 Articles 25.04, 25.05, 25.06, 25.07 and 25.08 shall not apply to Temporary or Casual Employees.
- 25.02 General leaves of absence and provisions:
 - (a) The Employer, at its sole discretion, may grant a leave of absence to an Employee without pay, benefits and without loss of seniority for good and sufficient cause.

- (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than four (4) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal, which shall be reported to the Union.
- (c) All leaves of absence must be pre-approved by the CEO or designate.
- (d) Vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. An Employee's seniority date will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (e) Employees are not entitled to Named Holidays with pay during any leave of absence.
- (f) Subject to approval by the Insurer(s) and the Employer, Employees on a leave of absence may request that they maintain coverage of contributory plans specified in Article 22, provided that the Employee makes prior arrangements to pay full premium costs of both parties in a lump sum or on a monthly basis. Failure to pay the benefit premium will result in the Employee's benefit coverage being cancelled after the first missed payment.
- (g) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

25.03

Maternity and Parental Leave

Unless otherwise specified within this Agreement, all other matters pertaining to maternity and parental leave shall be referenced against provincial legislation governing maternity and parental leave.

- (a) Employees who have completed ninety (90) days of continuous employment with the Employer shall be eligible for:
 - (i) Maternity Leave

The Employee shall provide at least six (6) weeks' advance written request indicating the anticipated start date. A leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of sixteen (16) weeks.

(ii) Parental Leave

To qualify, the Employee shall be either the birth mother immediately following the maternity leave, the other parent, the adoptive parent of a child or both parents time to be shared between the parents. The Employee shall provide at least six (6) weeks' advance written request indicating the anticipated start and return to work dates. A leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of sixty-two (62) weeks.

- (b) In the event that a pregnant Employee requires a leave of absence for medical reasons in the early stages of pregnancy the Employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) An Employee who wishes to maintain benefits under this article shall make arrangements with the Employer to pay full premium costs of both parties in a lump sum or on a monthly basis prior to commencing their leave. Failure to pay the benefit premium will result in the Employee's benefit coverage being cancelled after the first missed payment. The RRSP contributions will not be paid by the Employer on these leaves.
- (d) An Employee on Maternity or Parental Leave must give the Employer at least four (4) weeks' written notice of the date on which the Employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the Employee is entitled to, or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.

If the Employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the Employee is entitled, the Employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances acceptable to the Employer.

- (e) On return from Maternity or Parental Leave, the Employee will be placed in their former regularly scheduled position or an equivalent position at the same rate of pay and other benefits accrued to the Employee up to the date they commenced leave.

- (f) Seniority will continue to accrue during the approved Maternity or Parental Leave.

25.04

Bereavement Leave

- (a) In the event of a death in the immediate family of a Full-time or Part-time Employee who has successfully completed their required probationary period, the Employer shall provide the following:
 - (i) Bereavement leave up to a maximum of three (3) consecutive working days without loss of regular earnings upon the death of a spouse, common-law spouse, fiancé, legal guardian, child, step-child, parent, or spouse's parent, step-parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild or an individual for whom the Employee has legal guardianship responsibilities.
 - (ii) If the Employee is required to travel in excess of three hundred (300) kilometres one (1) way to attend a funeral of a person referred to in paragraph (i) above, the Employee may request a maximum of an additional two (2) paid working days for said travel. Such request shall not be unreasonably denied.
- (b) Upon approval of the Employer, bereavement leave may be extended by up to two (2) additional days without loss of regular earnings where extenuating circumstances warrant.
- (c) At the sole discretion of the Employer, bereavement leave may be granted up to one (1) day without loss of regular earnings to attend the funeral of a relative not listed in paragraph (a)(i).
- (d) At the sole discretion of the Employer, bereavement leave may be granted up to three (3) hours without loss of regular earnings to attend the funeral of a close friend.

Any Employee taking leave under this Article may be required to provide proof of death in a form acceptable to the Employer.

25.05

Jury or Crown Witness Duty

- (a) Prior to any payment being made as outlined below, first consideration should be given to:
 - exchange of the shift(s) as per Article 12.
 - schedule adjustment as per Article 12.

- (b) Should an exchange or schedule adjustment as outlined in Article 25.05(a) not be possible, the Employer will pay an Employee working day shifts, evening shifts or night shifts their normal hourly earnings for the day(s) spent serving Jury Duty, Jury Service or Crown Witness duty, provided proof of a Crown subpoena has been given to the Employer, and the Employee remits to the Employer any remuneration they received from the Court.
- (c) Should an exchange or schedule adjustment as outlined in Article 25.05 (a) not be possible, an Employee working night shifts will be paid their normal hourly earnings for the shift immediately preceding the time spent in Court as per Article 25.05(b).
- (d) The employee must contact the Employer on a weekly basis during their absence.
- (e) Employees will not be paid for time missed for attending court as a result of being charged with an offense.

25.06

Education Leave

- (a) The Employer may, upon written request by an Employee who has completed their probationary period, grant the Employee an unpaid leave of absence for the purpose of allowing an Employee to upgrade their education applicable to their classification.
- (b) The general provisions regarding leave absence in Article 25.02 apply to Education leaves of absence.

25.07

Compassionate Care Leave

Employees who have completed ninety (90) days of continuous employment with the Employer shall be eligible for Compassionate Care Leave.

- (a) The Employer recognizes the potential need for Employees to care for gravely ill or dying family members or other qualified persons.
- (b) Qualified person means a person in a relationship with the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.

- (c) When an Employee who is required to care for a qualified person in the end stage of life, who is dying or at significant risk of death within twenty six (26) weeks the Employee shall be entitled to leave of absence without pay for a period of twenty seven (27) weeks. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full cost of the premiums. Failure to pay the benefit premium will result in the Employee's benefit coverage being cancelled after the first missed payment.
- (d) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance Act and Regulations.
- (e) The Employee shall give the Employer at least two (2) weeks' written notice before the start of their leave and include an estimated date of return. Employees shall be required to submit to the Employer, a medical certificate demonstrating the need for compassionate care leave, in a form acceptable to the Employer.
- (f) Employees shall give the Employer at least one (1) weeks' written notice of their intention to return to work. If the Employee fails to provide at least one (1) weeks' notice, before the end of the leave period to which the Employee is entitled the Employee is not entitled to resume work unless the failure to provide the notice resulted from an unforeseeable or unpreventable circumstance acceptable to the Employer.

25.08 Family Illness Leave

If an Employee who has completed their probationary period is unable to report to work as the result of illness of a spouse, common-law spouse, fiancé, legal guardian, child, step-child, parent, or step-parent requiring the Employee's personal attention, shall inform the Employer with as much advance notice as possible. Such absence from work shall not exceed two (2) working days per calendar year and days shall be deducted from sick leave credits. In absence of sick leave credits, the Employee may take unpaid leave of absence for hours not worked. The Employee may be required to submit proof of illness in a form acceptable to the Employer.

ARTICLE 26

UNION LEAVE

26.01 Where it is necessary for a Union Member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave shall be with as much notice as possible and, except for cases with extenuating circumstances, a minimum of two (2) weeks notice shall be provided.

- 26.02 The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Negotiations, Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- 26.03 When leave to attend to Union Business has been approved, it shall be granted with pay. The Union agrees to reimburse the Employer for the actual wage and differentials the Employee would have received had they been at work plus the cost of benefits and a reasonable amount determined by the Employer to cover the cost of administration.
- 26.04 One (1) Employee may be elected to a Full-time position with the Union. The elected Employee shall be granted a leave of absence without pay and without loss of seniority. If permissible by the carriers, the Employee shall have the right to pay the full cost of benefits, including the Employer's share during the period of such leave of absence.

ARTICLE 27

TEMPORARY AND CASUAL EMPLOYEES

27.01 Temporary Employees

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

- (a) Article 10: Seniority, except as specifically outlined in the Article
- (b) Article 11: Appointments and Vacancies

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

- (i) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01. In the event that such Employee is successful on a posting pursuant to Article 11.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
- (ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired.
- (c) Article 17: Call-Back – Maintenance Only
- (d) Article 18: Preceptor Pay
- (e) Article 21: Annual Vacation, except as specifically outlined in the Article.

- (f) Article 22: Benefits
- (g) Article 23: Sick Leave
- (h) Article 25: Leaves of Absence, except as specifically outlined in the Article.
- (i) Article 28: Layoff/Recall Procedure
- (j) Article 30: Discipline and Dismissal shall be amended as outlined below:
 - (i) A Temporary Employee shall not have the right to grieve the termination of the term position.
 - (ii) The Employer shall provide at least seven (7) calendar days' written notice of termination of the Employee's term position.
 - (iii) A regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement when no longer required in that capacity.
- (k) Article 33: Professional Fees
- (l) Article 34: Registered Retirement Savings Plan
- (m) Letters of Understanding

27.02

Casual Employees

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

- (a) Article 10: Seniority, except as specifically outlined in the Article
- (b) Article 17: Call-Back Maintenance Only
- (c) Article 18: Preceptor Pay
- (d) Article 21: Annual Vacation, except as specifically outlined in the Article
- (e) Article 22: Benefits
- (f) Article 23: Sick Leave
- (g) Article 25: Leaves of Absence, except as specifically outlined in Article
- (h) Article 26: Union Leave
- (i) Article 28: Layoff/Recall Procedure

- (j) Article 33: Professional Fees
- (k) Article 34: Registered Retirement Savings Plan
- (l) Letters of Understanding

ARTICLE 28

LAYOFF/RECALL PROCEDURE

- 28.01 This Article shall have no application to Casual and Temporary Employees.
- 28.02 When, in the opinion of the Employer, it becomes necessary to eliminate positions due to a reduction of the workforce, the Employer will notify Employees in writing who are to be laid off at least fourteen (14) calendar days prior to the date of the layoff. No notice is required where layoff results from emergency conditions or circumstances including fire, flood, or natural disaster.
- 28.03 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet at least fourteen (14) calendar days prior to Employees receiving notification of the layoff. The consultation process will not be unreasonably delayed as a result of the unavailability of the union representative. The purpose of this meeting shall be:
- (a) to discuss the parameters of the layoff and review the current seniority list;
 - (b) to discuss the process by which Employees will receive written notification (e.g. individual meetings, timeframes);
 - (c) to review written notification documents to ensure content accurately discloses process and options available to affected Employees;
 - (d) to discuss the process to be followed for Employees on approved leaves of absence, WCB benefits, and other leaves;
 - (e) to discuss other relevant factors the parties agree upon.
- 28.04 In determining the order of layoff, the Employer shall lay off Employees by classification in reverse order of seniority provided that the remaining Employees have the qualifications, education, experience, training, skills, and other relevant attributes satisfactory to the Employer to perform the available work satisfactorily.
- At the time of providing written notice of reduction to affected Employee(s), the Employer shall:

- (a) provide an affected Employee with the seniority list set out in Article 10.07; and
- (b) schedule a consultation meeting between the affected Employee, the Employer, and the Union, at which time the Employer shall advise the Employee of their retention options according to this Article, provided the Employee has the qualifications, education, experience, training, skills, and other relevant attributes satisfactory to the Employer to perform the work required in the retention options.

The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

28.05 Affected Employee(s) shall be presented with the vacancy options listed in this Article below:

- (a) vacant position(s) which shall be comprised of:
 - (i) the Employee's same classification and FTE;
 - (ii) the Employee's same classification but lower FTE.
- (b) an Employee who declines a vacant position may elect to displace into an occupied position.

28.06 An Employee who is not placed in a vacant position shall be presented with the displacement options listed below:

- (a) an occupied position. Such displacement shall affect a less senior Employee in a position comprised of:
 - (i) the Employee's same classification and FTE;
 - (ii) the Employee's same classification but lower FTE.
- (b) An employee who declines displacement under 28.06 shall be laid off and placed on recall.

28.07 Where an Employee is placed in a vacancy or displaces into an occupied position the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.

28.08 An Employee who is displaced as a result of another Employee exercising their rights under this Article shall be entitled to exercise their rights in accordance with Articles 28.05 to 28.07.

28.09 The operation of this Article, including revision to shift schedules caused by a reduction shall not constitute a violation of the terms of this Collective Agreement.

- 28.10 No new Full-Time or Part-time Employees will be hired in the affected classification while there are other Employees in that classification on layoff as long as laid off Employees have the qualifications, skills, and ability to perform the work required and are available to do so.
- 28.11 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.
- There shall be no cost to the Employer for RRSP while the Employee is on lay-off.
- 28.12 Other than the continuance of certain benefits as may be arranged under Article 28.11 and the retention of seniority under Article 10 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 28.13 and 28.14.
- 28.13 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 28.14 When recalling Employees on lay-off, recalls shall be carried out in order of seniority, provided the Employee being recalled has the qualifications, skills, and abilities to perform the required work satisfactorily.
- The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. 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.
- 28.15 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of six (6) months from the date of layoff, whichever first occurs.

ARTICLE 29

PERFORMANCE APPRAISALS

- 29.01 Upon hire Employees shall be provided with an up-to-date copy of their job description.
- 29.02 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

- 29.03 (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer. In absence of a performance appraisal, it shall mean the Employee meets expectations.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the performance appraisal, and shall have the right to respond in writing within seven (7) days of the interview and that reply shall be placed in the Employee's personnel file.
- 29.04 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file at the administration office 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 they first pay to the Employer a reasonable fee, established by the Employer. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee. An Employee may also choose to take a photograph of the contents of their personnel file.
- 29.05 An Employee's performance appraisal shall not be released by the Employer to any person except to the Employee, a Board of Arbitration, Legal Counsel or as required by law, without the written consent of the Employee.

ARTICLE 30

DISCIPLINE AND DISMISSAL

- 30.01 Except for Probationary Employees, no Employee shall be dismissed without just cause; however, the Employer may immediately suspend or dismiss an Employee where warranted.
- 30.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.

- 30.03 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to an Employee within twenty-one (21) consecutive calendar days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. An Employer request to extend the timeline in order to complete a proper investigation shall not be unreasonably denied by the Union. A copy of the written warning shall be placed on the Employee's personnel file.
- 30.04 The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to Union representation of their choosing during a disciplinary meeting with the Employer. The non-availability of Union representation shall not unreasonably delay the disciplinary discussion meeting.
- 30.05 When disciplinary action is taken against an Employee, the Employee shall be informed in writing as to the reason(s) for such action.
- 30.06 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that they are aware of the disciplinary notice.
- 30.07 An Employee who has been subject to disciplinary action pursuant to Article 30 may request in writing, after twenty-four (24) months of continuous employment exclusive of unpaid leaves of absence from the date of the disciplinary action, their personnel file be cleared of the record of the disciplinary action. Such request shall be granted provided the Employee's personnel file does not contain any further record of disciplinary action during the time period. The Employer shall confirm in writing to an Employee who requests and who is eligible to have their personnel file cleared that such action has been effected.
- 30.08 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 30.09 An Employee who is absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason satisfactory to the Employer and where in the opinion of the Employer, such prior notification was not possible.
- 30.10 Once a year, or if the Employee has commenced grievance proceedings under Article 31, the Employee may:
- (a) Upon not less than three (3) working day's notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their personnel file and shall on request be provided with copies of materials contained in the personnel file.

- (b) Where an Employee has requested copies of any document in their personnel file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.

30.11 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised in writing.

ARTICLE 31

GRIEVANCE PROCEDURE

31.01 Grievance Definitions

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated as outlined in Article 31.05 of the grievance procedure except in cases of suspension or dismissal which will commence as outlined in Article 31.06 at Step 1; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1 and processed from there in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance.

If the policy grievance is a Union grievance, it shall commence at Step 2 and proceed according to the provisions of Article 31.

If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

- (d) Notwithstanding Article 31.01(a), (b) and (c), and Article 31.05 and 31.06 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process.

31.02 Authorized Representatives

An Employee may be assisted and represented by a Union Steward or Union Representative when presenting a grievance.

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting their position as provided in this Article. However, no Steward shall leave their work without obtaining consent from the Employer, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises. Overtime rates shall not apply to any time spent by the Union Steward as contemplated in this Article.

31.03 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the AUPE Membership Services Officer (MSO).
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Chief Executive Officer or designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day.

31.04 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 20.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step 1.

31.05 Initial Problem-Solving Stage

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall discuss the matter with their Immediate Supervisor or designate, who is not within the scope of this Collective Agreement, with a view to resolving it within ten (10) days of the occurrence causing the grievance or within ten (10) days of the time when the Employee first became aware of, or reasonably should have become aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to formal dispute resolution at Step 1.

31.06 Formal Dispute Resolution

Step 1

A grievance shall be submitted, in writing, to the Housing Services Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence causing the grievance or within ten (10) days of the time when the Employee first became aware of, or reasonably should have become aware that a grievance had allegedly occurred. The Housing Services Manager or designate shall meet with the grievor and Union Steward or Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 2

If the grievance is not resolved under Step 1, the Union may, within ten (10) days of the receipt of the written decision of the Housing Services Manager or designate, submit the grievance in writing to the Chief Executive Officer or designate, specifying the nature of the grievance and the redress sought. The Chief Executive Officer or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have representative of the Union present during the meeting. The Chief Executive Officer 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.

31.07 Mediation

A grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 2 or completion of the Mediation process, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board; or
- (b) arrange to meet with the other Party in an effort to select a single arbitrator.

Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 32

OCCUPATIONAL HEALTH AND SAFETY

- 32.01 A Committee has been established to consider matters of Occupational Health and Safety.
- 32.02 The Committee shall be composed of representation of the Employer and members elected from the bargaining unit of Sunny South Lodge. The Committee shall be chaired on an alternating basis by one representative from the Employer and one representative from the bargaining unit.
- 32.03 The Committee shall meet at least four (4) times per year, or more frequently as requested by either Party, at a mutually acceptable hour and date. Additional meetings shall only be requested if agenda item, due to emergent situation, cannot be addressed at the next regularly scheduled meeting.
- 32.04 Minutes of each meeting shall be taken by the party chairing the meeting and shall be approved by the co-chairs of the Committee within two (2) weeks of the meeting date. Minutes of each meeting will be posted and made available to all staff.
- 32.05 The Basic Rate of Pay shall be paid to Committee Members for time spent in attendance at an official meeting of the Committee.

ARTICLE 33

PROFESSIONAL FEES

- 33.01 An Employee shall be eligible for reimbursement of dues paid to their Professional College, upon receipt of proof of payment, to a maximum of one hundred and fifty dollars (\$150.00), if:
- (a) At the beginning of the Employee's next registration year, they have an active registration in their Professional College, and requires such active registration to perform their duties; and
 - (b) The Employee has accumulated a minimum of eight hundred and seventy-five (875) hours actually worked with the Employer in the previous fiscal year.

Effective the first day of the first pay period following January 1, 2019,

An Employee shall be eligible for reimbursement of dues paid to their Professional College, upon receipt of proof of payment, to a maximum of two hundred dollars (\$200.00), if:

- (a) At the beginning of the Employee's next registration year, they have an active registration in their Professional College, and requires such active registration to perform their duties; and
- (b) The Employee has accumulated a minimum of eight hundred and seventy-five (875) hours actually worked with the Employer in the previous fiscal year.

ARTICLE 34

REGISTERED RETIREMENT SAVINGS PLAN

- 34.01 This Article shall not apply to Casual or Temporary Employees.
- 34.02 The Employer agrees to continue an Employer administered Registered Retirement Savings Plan (RRSP). Employees' participation shall be on a voluntary basis with a decision to participate made at the completion of one year of employment. Employees who choose not to participate in the Registered Retirement Savings Plan following the completion period of one year of employment shall have the option of participating in the RRSP on January 1st of each year.
- 34.03 Participation in the plan is open to Full-time and Part-time Employees working greater than fifteen (15) hours per week who have completed one year of employment.
- 34.04 Contributions are based earnings paid by the Employer at Basic Rate of Pay.
- 34.05 The Employer shall match contributions of participating employees, to a maximum of three and one-quarter percent (3.25%) into the Employee's Registered Retirement Savings Plan.
- 34.06 All Employer contributions will cease if the employment is terminated or the Employee suspends contributions to the Plan.

ARTICLE 35

UNIFORMS

- 35.01 The Parties agree that the Employees shall maintain a professional image at the work site by adhering to the Employer Dress Code and Personal Appearance Policy.

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

Signed this 5TH day of April, 2018.

FOR THE EMPLOYER:

[Redacted signature]

Dawna Coslovi
Chief Executive Officer

[Redacted signature]

Witness

FOR THE UNION:

[Redacted signature]

Guy Smith
President

[Redacted signature]

Witness

SCHEDULE A – WAGES GRID

| Support Services Staff | Year | % | Start | 1950 | 3900 | 5850 | 7800 |
|-----------------------------|------|-------|-------|-------|-------|-------|-------|
| Food Services | 2018 | 1.50% | 16.31 | 17.47 | 18.34 | 19.55 | 20.77 |
| | 2019 | 1.50% | 16.56 | 17.73 | 18.62 | 19.84 | 21.08 |
| | 2020 | 1.50% | 16.80 | 18.00 | 18.90 | 20.14 | 21.39 |
| | 2021 | 2.00% | 17.14 | 18.36 | 19.27 | 20.54 | 21.82 |
| Cook II | 2018 | 1.50% | 18.68 | 19.87 | 20.54 | 21.90 | 23.41 |
| | 2019 | 1.50% | 18.96 | 20.17 | 20.85 | 22.23 | 23.76 |
| | 2020 | 1.50% | 19.24 | 20.47 | 21.16 | 22.57 | 24.11 |
| | 2021 | 2.00% | 19.63 | 20.88 | 21.59 | 23.02 | 24.60 |
| Cook I Journeyman | 2018 | 1.50% | 22.94 | 24.49 | 26.07 | 27.44 | 29.56 |
| | 2019 | 1.50% | 23.28 | 24.86 | 26.46 | 27.85 | 30.00 |
| | 2020 | 1.50% | 23.63 | 25.23 | 26.85 | 28.26 | 30.45 |
| | 2021 | 2.00% | 24.10 | 25.74 | 27.39 | 28.83 | 31.06 |
| Resident Services | 2018 | 1.50% | 17.03 | 18.39 | 19.82 | 21.25 | 22.74 |
| | 2019 | 1.50% | 17.29 | 18.67 | 20.12 | 21.57 | 23.08 |
| | 2020 | 1.50% | 17.55 | 18.95 | 20.42 | 21.90 | 23.42 |
| | 2021 | 2.00% | 17.90 | 19.33 | 20.83 | 22.33 | 23.89 |
| Facility Clerical | 2018 | 1.50% | 16.64 | 17.53 | 18.38 | 19.80 | 20.93 |
| | 2019 | 1.50% | 16.89 | 17.79 | 18.66 | 20.10 | 21.24 |
| | 2020 | 1.50% | 17.14 | 18.06 | 18.94 | 20.40 | 21.56 |
| | 2021 | 2.00% | 17.48 | 18.42 | 19.32 | 20.81 | 21.99 |
| Activity Coordinator | 2018 | 1.50% | 20.37 | 21.53 | 22.34 | 23.19 | 24.60 |
| | 2019 | 1.50% | 20.68 | 21.85 | 22.68 | 23.54 | 24.97 |
| | 2020 | 1.50% | 20.99 | 22.18 | 23.02 | 23.89 | 25.35 |
| | 2021 | 2.00% | 21.41 | 22.62 | 23.48 | 24.37 | 25.85 |
| Activity Coordinator SL4 | 2018 | 1.50% | 24.89 | 26.09 | 27.15 | 28.25 | 30.27 |
| | 2019 | 1.50% | 25.26 | 26.48 | 27.56 | 28.67 | 30.72 |
| | 2020 | 1.50% | 25.64 | 26.87 | 27.97 | 29.10 | 31.18 |
| | 2021 | 2.00% | 26.15 | 27.41 | 28.53 | 29.68 | 31.81 |

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SCHEDULE A – WAGES GRID (CONT'D)

| Support Services Staff | Year | % | Start | 2080 | 4160 | 6240 | 8320 |
|------------------------|------|-------|-------|-------|-------|-------|-------|
| Labourer | 2018 | 1.50% | 14.28 | 15.10 | 15.93 | 16.74 | 17.57 |
| | 2019 | 1.50% | 14.50 | 15.33 | 16.16 | 16.99 | 17.83 |
| | 2020 | 1.50% | 14.71 | 15.56 | 16.41 | 17.24 | 18.10 |
| | 2021 | 2.00% | 15.01 | 15.87 | 16.73 | 17.59 | 18.46 |
| Maintenance II | 2018 | 1.50% | 19.22 | 20.05 | 20.87 | 21.69 | 22.52 |
| | 2019 | 1.50% | 19.51 | 20.35 | 21.18 | 22.02 | 22.86 |
| | 2020 | 1.50% | 19.81 | 20.65 | 21.50 | 22.35 | 23.20 |
| | 2021 | 2.00% | 20.20 | 21.07 | 21.93 | 22.79 | 23.67 |
| Maintenance I | 2018 | 1.50% | 23.30 | 24.23 | 25.20 | 26.21 | 27.25 |
| | 2019 | 1.50% | 23.65 | 24.59 | 25.58 | 26.60 | 27.66 |
| | 2020 | 1.50% | 24.01 | 24.96 | 25.96 | 27.00 | 28.08 |
| | 2021 | 2.00% | 24.49 | 25.46 | 26.48 | 27.54 | 28.64 |

| Care Staff | Year | % | Start | 1950 | 3900 | 5850 | 7800 | 9750 | 11700 | 13650 |
|------------------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Health Care Aide | 2018 | 1.50% | 20.83 | 21.90 | 22.62 | 23.30 | 24.07 | 24.59 | 25.31 | 26.09 |
| | 2019 | 1.50% | 21.14 | 22.23 | 22.96 | 23.65 | 24.43 | 24.96 | 25.69 | 26.48 |
| | 2020 | 1.50% | 21.46 | 22.57 | 23.31 | 24.01 | 24.79 | 25.34 | 26.08 | 26.87 |
| | 2021 | 2.00% | 21.89 | 23.02 | 23.77 | 24.49 | 25.29 | 25.84 | 26.60 | 27.41 |
| LPN | 2018 | 1.50% | 27.65 | 28.86 | 29.99 | 31.17 | 32.35 | 33.46 | 34.81 | 36.21 |
| | 2019 | 1.50% | 28.06 | 29.29 | 30.44 | 31.64 | 32.83 | 33.97 | 35.34 | 36.75 |
| | 2020 | 1.50% | 28.48 | 29.73 | 30.90 | 32.11 | 33.33 | 34.48 | 35.87 | 37.30 |
| | 2021 | 2.00% | 29.05 | 30.32 | 31.52 | 32.76 | 33.99 | 35.17 | 36.58 | 38.05 |

NOTES:

1. **2018 wage increases will become effective on the first day of the first pay period following ratification.**
2. **2019-2021 wage increases will become effective on the first day of the first pay period following January 1.**

LETTER OF UNDERSTANDING #1

BETWEEN

GREEN ACRES FOUNDATION

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

ACTIVITY COORDINATOR
FLEXIBLE HOURS OF WORK

This position requires flexibility in hours of work for the Activity Coordinator to provide support to resident programs which may include activities such as resident outings and special events that may be scheduled outside of regular working hours.

- 1) Flexible hours may be established by mutual agreement between the Employee and Employer.
- 2) Regular hours of work shall not exceed thirty-seven point five (37.5) hours per week. Any hours worked in excess of thirty-seven point five (37.5) hours per week shall be compensated in accordance with Article 13: Overtime.


ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION

Date April 9, 2018

Date April 5TH, 2018

LETTER OF UNDERSTANDING #2

BETWEEN

GREEN ACRES FOUNDATION

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

CHARGE PAY

The Employer shall provide charge pay for the Licensed Practical Nurse (LPN) on duty from Friday seventeen hundred hours (1700) – Monday zero six hundred hours (0600).

When an Employee is designated as the Employee in charge, the Employee shall be paid an additional one dollar (\$1.00) per hour.

The Employer shall provide a document specifying In Charge roles and responsibilities.



ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date April 9, 2018

Date April 5TH, 2018

LETTER OF UNDERSTANDING #3

BETWEEN

GREEN ACRES FOUNDATION

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**EMPLOYEES WHO PROVIDE EMPLOYER WITH NOTIFICATION OF THEIR INABILITY
TO ACCESS THE PAY STATEMENTS**

Employees who are continuing to have problems with accessing their pay statements electronically, as per Article 14.02, shall identify themselves to their Manager for further in-servicing within one (1) month of ratification.

From the date of ratification and the remaining calendar year ending December 31, 2018, the Employer shall provide those Employees who have identified themselves in paragraph one above with their pay statements in hardcopy form. Beginning January 1, 2019, the Employer shall electronically provide each Employee an itemized statement of earnings and deductions and those Employees, upon written request, who are unable to print statements, the Employer shall provide a hard copy at a reasonable cost.



ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date April 9, 2018

Date April 5TH, 2018

LETTER OF UNDERSTANDING #4

BETWEEN

GREEN ACRES FOUNDATION

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

MEDICAL CERTIFICATES

Should the amount of sick leave be reduced to 600 hours during the first year of the agreement pro-rated from Date of Ratification to December 31, 2018, the Employer shall reimburse the Employees, effective the first day of the first pay period following January 1st, as follows:

"Where the Employee must pay a fee for such proof, the fee shall be reimbursed by the Employer upon proof of payment, to a maximum of twenty dollars (\$20.00)" for medical certification.

During the second (2nd) through fourth (4th) years of this agreement, should the amount of sick leave reach six hundred (600) hours, then the reimbursement for medical certificates shall be cancelled.



ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date April 9, 2018

Date April 5TH, 2018