

# COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1158-14



And

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



June 17, 2021 to June 30, 2023

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## **PURPOSE AND PREAMBLE**

It is the mutual desire and intent of both Parties to this Agreement to recognize the following:

- Residents are unique individuals whose diverse needs are met with a friendly, caring and respectful atmosphere;
- Protect the interests of residents, Employees, the Employer and the community;
- Maintain and improve harmonious relations and respect between the Employer, Employees and the Union;
- Recognize the mutual value of joint discussions and negotiations in matters pertaining to concerns and conditions of employment;
- Ensure that operations are effective and efficient;
- Recognize the uniqueness of the Employer's operations;
- Deliver high quality, resident centered services consistent with the Employer's policy of protecting the interest of seniors and the community; and
- Promote the morale and well-being of Employees.

## **ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT**

- 1.01 This Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in full force and effect from June 17, 2021 to June 30, 2023 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period of sixty (60) to one hundred twenty (120) days prior to its expiration date.
- 1.02 Where notice to amend this Agreement is given, this Agreement shall remain in full force and effect until a new Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta *Labour Relations Code*. There shall be no strike or lockout during the term of this Agreement.
- 1.03 When either party serves notice of desire to amend this Collective Agreement as above, the negotiating committees shall meet at mutually agreeable times and exchange any proposed amendments at commencement of negotiations or otherwise as agreed to by both parties.
- 1.04 Changes in this Collective Agreement may be made by the parties, provided that such changes are reduced to writing and are executed by the signing officers of the parties to the Agreement. Such changes shall become part of the Collective Agreement.
- 1.05 If any law is passed which renders any provision of this Agreement null and void, the remaining provisions will remain in force and effect.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Wage Grid, exclusive of any premium payments including overtime or any other amounts.
- 2.02 "Casual Employee" means an Employee who works on an as needed basis.
- 2.03 "Classification" shall mean the job title and pay schedule established for the job title.
- 2.04 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal, resignation or retirement.
- 2.05 "Employee" means a person employed by the Employer in a position in the wage schedule attached to this Agreement and who works as a Full-time, Part-time, Temporary or Casual Employee.
- 2.06 "Employer" shall mean and include such persons as appointed or designated from time to time to carry out duties in respect to the operation and management of the center.
- 2.07 "Full-time Employee" means an Employee who is in a position and who works the regular weekly hours set out in this Agreement.
- 2.08 "Part-time Employee" means an Employee who is in a position who regularly works less than the regular weekly hours of Full-time Employees.
- 2.09 "Regular Employee" means a Full-time or Part-time Employee.
- 2.10 "Shift" shall mean: a tour of duty excluding overtime hours.
- 2.01 "Temporary Employee" means an Employee who is in a temporary position and performs duties temporarily for the Employer for a period of time, or to replace a Full-time or Part-time Employee who is off work due to illness, disability, injury, WCB, maternity leave, parental leave, adoption leave, other leaves of absence or to otherwise replace Full-time or Part-time Employees who are absent from work.
- 2.12 "Union" shall mean the Canadian Union of Public Employees, Local 1158.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Employer retains all rights not specifically taken away in this Agreement. The Union acknowledges that it is the exclusive right of the Employer to operate and manage its business. Employees recognize they are required to follow the lawful instructions of the Employer. The Union and Employees acknowledge the right of the Employer to:
- (a) Hire, select, demote, promote, transfer, classify, assign, reassign, determine job content, layoff and terminate the employment of Employees.
  - (b) Discipline and discharge Employees for just cause.

- (c) Make, implement and enforce rules and policies.
- (d) Determine the nature and level of services to be provided by the Employer.
- (e) Maintain order, discipline and efficiency.
- (f) Determine the number of Employees to be employed by the Employer
- (g) Designate the time or times when work is to be done.
- (h) Assign and direct work.
- (i) Determine where work is to be performed and when.
- (j) Set operating schedules and determine where and when operations will be done.
- (k) Adopt and enforce rules for the promotion of health, safety efficiency, security, confidentiality, risk, potential liability, quality control, electronic media, electronic devices and for the protection of property, equipment, operations, services and employees.
- (l) Set and determine the qualifications of Employees for duties or to perform work.
- (m) Set standards related to the workplace and operations.
- (n) Protect the business interests of the Employer.
- (o) Determine the methods, processes and techniques for work and operations.

3.02 The Union recognizes the retention by the Employer of those residual rights of management which are not specifically limited by the express terms of this Agreement.

**ARTICLE 4 – UNION RECOGNITION AND DUES DEDUCTION**

- 4.01 The Employer recognizes the Union as the sole collective bargaining agent for Employees recognized by the Alberta Labour Relations Board certificate and covered by this Agreement.
- 4.02 Employees are required to maintain membership in the Union as a condition of employment, and pay Union dues, unless exempted by law.
- 4.03 In the event the Union is intending to suspend an Employee for non-maintenance of membership, the Union will give written notice to the Employer of at least seven (7) calendar days.
- 4.04 The Employer will grant non-employee Union representatives' access to its premises provided prior approval has been obtained from the Employer. When a non-employee Union representative is investigating a grievance for the purpose of meeting with the grievor or their immediate supervisor, prior permission for an appointment with the

grieving Employee or their immediate supervisor will be obtained from the Employer.

- 4.05 Employees covered by this Agreement are required to pay Union dues and fees/assessments. The Employer shall deduct each pay period the amount of the Union dues as set by the Union from time to time, from the pay of Employees and remit them to the National Secretary-Treasurer by the 15<sup>th</sup> day following the end of each pay period. The names of the Employees are to be provided with the dues. Twice per year the Employer is to provide the Union with the Employee names, addresses and phone numbers for Employees who pay dues to the Union. Assessments and fees levied by the Union are deducted from Employee wages and remitted to the Union.
- 4.06 The Employer agrees to show on the Employees' T-4 slips the total amount of Union dues deducted for the taxation year.
- 4.07 The Union shall advise the Employer, in writing, with at least thirty (30) calendar days of notice, of any change in the amount of dues.
- 4.08 The Union indemnifies and holds harmless the Employer from all liability related to the deduction and remittance of dues and fees/assessments.
- 4.09 Other than the grievance procedure, the parties are to notify each other of the names of persons to whom correspondence and communications may be sent.
- 4.10 An Employee representative of the Union shall have the right to make a new presentation of up to fifteen (15) minutes at the paid orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement. No disrespectful comments about the Employer are to be made.
- 4.11 The Employer recognizes the Union shall have the right to the assistance of a CUPE National Representative.
- 4.12 Union meetings may be held on Employer property with the prior approval of the Employer.
- 4.13 An Employee is not to make any verbal or written agreement which may be in conflict with this Collective Agreement.

#### **ARTICLE 5 – BARGAINING UNIT WORK PERFORMED BY OTHERS**

- 5.01 Persons whose jobs are not covered by this Agreement are not to perform such bargaining unit work, except when there are unforeseen or unpreventable circumstances which are beyond the control of the Employer, when there is an emergency, Act of God or for the purposes of training or instruction. Performing such work is not to reduce the regular scheduled hours of work of a Regular Employee.

#### **ARTICLE 6 – COPIES OF COLLECTIVE AGREEMENT**

- 6.01 The Union shall supply each Employee within the bargaining unit with a copy of this Agreement within thirty (30) days of it coming into effect. All new Employees within the unit shall be supplied with a copy of this Agreement by the Union during orientation

## **ARTICLE 7 – DISCRIMINATION**

- 7.01 The Employer, the Union and Employees agree that there is not to be discrimination on the basis of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation. The foregoing is subject to bona-fide occupational requirements, what is reasonable and justifiable in the circumstances and any policy, program or activity whose objective is to improve conditions related to disadvantaged persons.
- 7.02 The Employer, Union and Employees are committed to having a workplace where discrimination, workplace violence, sexual harassment and harassment are not tolerated. Employee conduct or activities on the internet, social media or other electronic communications may be taken into consideration.
- 7.03 In this Agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 7.04 In this Agreement, sexual harassment in the workplace is behaviour of a sexual nature which occurs from verbal or physical conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 7.05 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that their actions are unacceptable. It is imperative that the alleged offender be made aware that the behavior of conduct is offensive and be given the opportunity to cease such behavior.
- 7.06 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee will report the incident directly to their Supervisor, Manager, Human Resources, Director of Care or Chief Executive Officer, and an investigation will be conducted by the Employer. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer.
- 7.07 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.
- 7.08 All complaints of discrimination, harassment, sexual harassment and workplace violence will be dealt with in a confidential manner.

## **ARTICLE 8 – DISCIPLINE, DISMISSAL, AND RESIGNATION**

- 8.01 No Employee shall be disciplined or discharged without just cause.



- 8.02 When an Employee is given a written reprimand, suspension or is discharged from employment (referred to as “disciplinary action”), the Employer is to inform the Employee in writing of the reason(s) for such action. The written disciplinary action is to be signed by an Employer representative. The Employee is to sign acknowledgment of receiving the disciplinary action. The failure of the Employer or the Employee to sign the disciplinary action does not invalidate it. Electronic signatures/confirmation may be used.
- 8.03 An Employee who is receiving a written notice of discipline may have a Union Steward present at the meeting with the Employer.
- 8.04 The Employer and Union recognize the value of progressive discipline. The penalty given by the Employer depends on the seriousness of the misconduct in and of itself, and any culmination of incidents of misconduct.
- 8.05 The foregoing does not prevent the Employer from immediately suspending an Employee, or immediately dismissing an Employee for just cause. An Employee may be suspended pending an investigation.
- 8.06 Where disciplinary action has been grieved and the grievance is allowed, such disciplinary measure shall be removed from the Employee’s personnel file.
- 8.07 When an Employee is absent three (3) consecutive working days without notifying the Employer or without having a justifiable reason(s), the Employee’s employment shall be terminated for just cause.
- 8.08 An Employee wishing to terminate the employment relationship shall be required to give two (2) weeks written notice to the Employer.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.
- 9.02 An Employee may have the assistance of a Union representative at any time during the grievance procedure.
- 9.03 For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and General Holidays identified in this Agreement. A business day excludes Saturdays, Sundays and General Holidays in this Agreement.
- 9.04 **Mandatory Conditions**
- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the

expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.

- (b) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.
- (e) Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, such policy grievance may be commenced at Step 3. Where a group of Employees has a grievance, a policy or group grievance may be commenced at Step 2.
- (f) Any grievance, with the exception of policy grievances, is to be submitted by the Union with the grievance being signed by both the Union representative as well as the Employee.

#### **9.05 Steps in the Grievance Procedure**

##### **(a) Step 1**

An Employee who has a grievance shall, within fifteen (15) business days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, first discuss the matter with their immediate supervisor and Union representation and attempt to resolve the grievance at this stage. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

##### **(b) Step 2**

An Employee who has a grievance shall, within fifteen (15) business days of the date of discussing the grievance with the Employee's immediate supervisor in Step 1, discuss the matter with the Director of Care or designate. The Director of Care or designate shall advise the Employee of their decision in writing within fifteen (15) business days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

##### **(c) Step 3**

If the grievance is not resolved at Step 2 above within fifteen (15) business days of the decision of the Director of Care or designate it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance and redress sought, to the Chief Executive Officer or designate. The Chief Executive Officer or designate shall reply in writing within fifteen (15) business days of receiving the grievance. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

#### **9.06 Facilitation-Mediation**

By mutual agreement the parties may use facilitation or mediation at any step of the

Grievance Procedure. The parties may mutually agree to other methods of dispute resolution, which shall be confirmed in writing.

- (a) The parties may mutually agree to involve a facilitator or mediator and/or any other external resource. The costs, including those of a facilitator/mediator, will be cost shared on a 50/50 basis. External resources will be utilized by mutual agreement.
- (b) The facilitator(s)/mediator(s) may take notes of discussions to share with the participants and to assist the consultation process. Notes taken by any of the participants are confidential and without prejudice to the legal or contractual rights of the parties.
- (c) Facilitation/mediation and other dispute resolution processes used are confidential and without prejudice to the legal and contractual rights of the parties. Agreements reached shall be confirmed in writing.
- (d) The Union or the Employer may conclude facilitation/mediation or other dispute resolution process at any time by written notice to the other party.
- (e) In the event facilitation/mediation or other dispute resolution is not successful in achieving mutual resolve and/or a withdrawal of a grievance, the parties will revert back to the grievance procedure.
- (f) The time limits in the grievance and arbitration procedures shall be suspended when the parties agree to use facilitation/mediation or other methods of dispute resolution.

#### 9.07 Arbitration

- (a) If the Union wishes to submit a grievance to arbitration it shall, within fifteen (15) business days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within fifteen (15) business days of receipt of notification provided for as above, the party receiving such notice shall:
  - (i) inform the other party of the name of its appointee to the Arbitration Board; or
  - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall within fifteen (15) business days endeavor to select a mutually acceptable Chair of the Arbitration Board. If they are unable to agree upon the choice of a Chair, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the *Labour Relations Code*.
- (d) In the case of an Arbitration Board, the Chair shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus

rendered or the decision of the single Arbitrator shall be final and binding on the parties, subject to review as may be permitted by law.

- (e) The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement. If the Arbitration Board finds that an Employee was unjustly suspended or dismissed or that the degree of penalty was inappropriate to the offence; it may modify the penalty to what is deemed fair in the circumstances.
  - (f) Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- 9.08 The time limits contained in this grievance and arbitration Article are mandatory but may be extended by mutual agreement of the parties confirmed in writing.
- 9.09 Group Grievances: A group grievance may be initiated on behalf of more than one (1) Employee, provided that all Employees are grieving the identical issue, a list of all affected Employees is attached to the grievance, and the results of the grievance apply proportionally, if applicable, to all Employees listed on the original grievance, and shall be initiated at Step 2 of the grievance procedure.
- 9.10 Union Policy Grievances: A Union policy grievance is a dispute related to this Agreement which is not an individual or group grievance. Such grievance shall be submitted, in writing, to the Employer's Chief Executive Officer or designate at Step 3 of the grievance procedure.
- 9.11 Employer Grievances: An Employer grievance is a dispute related to this Agreement, which shall be submitted, in writing, to the Union's President or designate. If the Union fails to reply or respond to the Employer's grievance within fifteen (15) business days, the Employer may refer the grievance to arbitration following the arbitration process noted above modified accordingly.
- 9.12 A Union policy grievance or an Employer grievance shall be commenced within fifteen (15) business days of the date they became aware of, or reasonably should have become aware of, the occurrence which led to the grievance.

## **ARTICLE 10 – PERSONNEL FILE**

- 10.01 An Employee who has been given written disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing to the Employer that such disciplinary action be removed from the Employee's personnel file. Such discipline shall be removed from the Employee's personnel file provided there are no other disciplinary actions in the Employee's personnel file during the twenty-four (24) month period prior and there are no other disciplinary actions pending which the Employer is aware. The Employer shall confirm in writing to the Employee that such action has been taken. For the purposes of this Article, continuous service includes time spent on vacation, but excludes all other periods of

time where the Employee has been absent from work for thirty (30) calendar days or more.

- 10.02 Upon a request by an Employee once per year, the Employer will make reasonable arrangements to have an Employee's personnel file made available for the Employee to examine under supervision of the Employer. The Employee shall not remove anything from the personnel file. In the event of a grievance involving an Employee, upon request, and Employee may review their personnel file. There is to be at least one (1) business day of notice by the Employee to the Employer of the desire to review the personnel file.

## **ARTICLE 11 – CLASSIFICATIONS AND JOB DESCRIPTIONS**

- 11.01 The Employer agrees to provide the Union with the current job descriptions in effect or as modified from time to time.
- 11.02 Job classifications shall be listed in the wage grid. When the Employer changes job descriptions or classifications, the Employer and Union shall meet to discuss the job description, pay rate and whether the Employees are correctly classified.

### **New Classifications**

- 11.03 Where a new classification is established within the bargaining unit during the term of this agreement, the Employer shall notify the Union and provide the schedule of wages deemed appropriate for the classification and give written notice within fifteen (15) calendar days of same to the Union.

If the Union fails to object in writing within fifteen (15) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as implemented.

- (a) If the Union objects to the salary structure established by the Employer and through negotiations, both parties agree to revise the salary structure, the revised salary structure shall be retroactive to the date the new classification was established.
- (b) Failing resolution of the matter by negotiation within a further sixty (60) calendar days of the receipt of the notice from the Employer, it may be referred to Arbitration as provided in Article 8 of this Collective Agreement.

## **ARTICLE 12 – SENIORITY**

- 12.01 Casual Employees do not have seniority.
- 12.02 After the probationary period is completed, a Full-time or Part-time Employee's seniority shall commence with the first day of work with the Employer. If service with the Employer is broken (other than layoff) the Full-time or Part-time Employee's seniority date is from the last date of hire.
- 12.03 After the probationary period is completed, a Temporary Employee's seniority commences on the first day of work with the Employer. If service with the Employer is broken, the Temporary Employee's seniority date is from the last date of hire.

- 12.04 When a Casual Employee becomes a Full-time, Part-time or Temporary Employee, seniority is the first day of work with the Employer, provided there is no more than three (3) months between periods of employment with the Employer as a Casual Employee. The seniority date is the most recent period of work with the Employer when there are more than three (3) months between periods of employment as a Casual Employee.
- 12.05 If two (2) or more Full-time, Part-time or Temporary Employees commence work on the same day, placement on the seniority list shall be determined by chance.
- 12.06 Once annually, the Employer is to prepare a seniority list for Full-time, Part-time and Temporary Employees which shows their date of hire and position, provide a copy to the Union and post it in the workplace.
- 12.07 The Union shall have thirty (30) days from the time it was provided by the Employer, to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer is to provide the Union with the information necessary to establish accurate seniority. Despite the foregoing, when the Union and Employer agree that an Employee's seniority should be adjusted, the Employee's seniority is to be adjusted.
- 12.08 Seniority for Full-time, Part-time and Temporary Employees is not lost when absent from work due to illness, work related injury, disability, a paid leave of absence, when on maternity, parental or adoption leave, and up to six (6) months for an unpaid leave of absence.
- 12.09 An Employee shall lose seniority and employment in the event:
- (a) The Employee is discharged for just cause;
  - (b) The Employee resigns or abandons their job;
  - (c) The Employee is absent from work for three (3) consecutive working days without sufficient cause or without notifying the Employer;
  - (d) The Full-time or Part-time Employee fails to return to work within seven (7) days following a recall after being notified of recall at the last recorded address by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the Full-time or Part-time Employee to keep the Employer informed of their address;
  - (e) The Full-time or Part-time Employee is on layoff for more than twelve (12) months.

### **ARTICLE 13 – LAYOFF AND RE-CALL**

- 13.01 A layoff is defined as a reduction in the work force.
- 13.02 Regular Employees (Full-time and Part-time) shall receive fourteen (14) calendar days of notice, or pay in lieu thereof of regular wages, or a combination of both, of the Employer's intention to layoff. A copy of such notice is to be provided to the Union. Such notice of layoff, or part thereof, is not required, if it results from a natural disaster, fire,

flood, an Act of God or unpreventable or unforeseen circumstances or a work stoppage by Employees covered by this Collective Agreement or by others not covered by this Collective Agreement.

- 13.03 Layoff and recall of Regular Employees is by position. The Regular Employee in a position with the least seniority is laid off first, provided remaining Regular Employees are retained who are qualified and competent to perform remaining work by virtue of having satisfactorily previously performed the work which is available.
- 13.04 The Regular Employee with the most seniority on layoff is recalled to a position provided they are qualified and competent to perform the work which is available by virtue of having previously satisfactorily performed the work for the position recalled to.
- (a) The Employer may contact the Regular Employee on layoff in person, by phone, email, text message or other electronic means, for the purpose of recall. Where recall in this manner is not possible, recall shall be deemed to have been carried out seven (7) calendar days after the posting of a registered letter to the last known address of the Employee according to the Employer's records. The Union is to be advised in advance of recall when possible.
- 13.05 Where a Regular Employee does not return to work as required, the employment relationship shall be terminated barring unforeseen special circumstances that call for compassionate consideration.
- 13.06 No new Regular Employees shall be hired by the Employer until eligible Regular Employees on layoff have been given the opportunity to return to work in accordance with this Article.
- 13.07 The right to recall for Regular Employees shall continue for a period of twelve (12) months from the date of layoff after which time the employment relationship shall be terminated.
- 13.08 Regular Employees on layoff may work as Casual Employees without affecting their recall rights.
- 13.09 Instead of accepting a layoff with recall rights, the Regular Employee may choose to accept severance pay and forfeit rights to recall. The amount of severance pay for a Full-time Employee is two (2) weeks for each year of completed service calculated up to the date of layoff, paid at the regular rate for the regular hours the Full-time Employee would have earned if the Full-time Employee had worked the scheduled work days in a week, up to a maximum of forty (40) weeks of severance pay.

Severance pay is prorated for a Part-time Employee based on the regular hours worked for the full-time equivalency of a Full-time Employee.

- (a) Regular Employees are to notify the Employer within seven (7) calendar days, or such greater time the Employer may permit, from the date the Employer advised of the layoff, of their desire to take severance pay.
- (b) A Regular Employee who accepts severance pay has no further rights regarding the layoff and recall.

- (c) Severance pay does not apply to Regular Employees who are in the probationary period.
- 13.10 Regular Employees on layoff may apply for vacant posted positions. If accepted for such a position, the recall rights of the Regular Employee cease.
- 13.11 Notice of layoff, or payment in lieu thereof, and severance pay, include any statutory requirements.
- 13.12 It is the responsibility of laid off Regular Employees to update the Employer regarding changes to their address, telephone, email, and any other contact information.

#### **ARTICLE 14 – POSITION ABOLISHMENT**

- 14.01 If a Full-time or Part-time Employee's position is abolished, two (2) weeks' notice of termination of employment for each completed year of service to a maximum of forty (40) weeks or payment of regular salary for regular hours in lieu thereof, or a combination of both, are to be given to the Employee by the Employer.
- 14.02 At the discretion of the Employer, the Employer may offer the Employee another position covered by this Agreement. If the Employee accept the position offered, notice of position abolishment and pay in lieu of notice above is not required.
- 14.03 During the period of notice of position abolishment, the Employer is to allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers.
- 14.04 The Employer is to provide a letter to the Employee regarding position abolishment

#### **ARTICLE 15 – TRIAL PERIOD**

- 15.01 Full-time and Part-time Employees who are promoted or transferred within the bargaining unit shall serve a trial period of two hundred and thirty-two and one half (232.5) regular hours worked. An Employee who is not satisfactory in the trial period shall be returned to their prior positions without loss of seniority and be compensated at the rate for the former position returned to. At any time during the first eighty (80) regular hours worked in the trial period, an Employee may revert to their prior position after notifying the Employer and will be compensated at the rate for the prior position.
- 15.02 A trial period is a time for the Employee to demonstrate knowledge, efficiency and ability to do the job.

#### **ARTICLE 16 – VACANCIES**

- 16.01 The Employer shall post vacancies for Full-time, Part-time and Temporary bargaining unit positions on Employer bulletin boards for seven (7) calendar days. The posting will have the position, qualifications, responsibilities, education, full-time equivalency, and hours of work. Applications from Employees shall be in writing or by email. The Employer may advertise for vacancies in newspapers or electronically when it posts for



them. Existing suitable Full-time, Part-time, Temporary and Casual Employees who apply for a vacancy may be given interviews before those who are not employed with the Employer and may be chosen if they have the qualifications, competency, abilities and skills for the position. The Employer may consider the work and discipline record of internal applicants. A copy of the job posting is to be provided to the Union.

(a) Posted vacancies are to be filled internally when there are suitable applicant Employees who apply for them.

16.02 The Employer is not required to post for vacancies which are for two (2) months or less duration. When filling such vacancies, the additional hours are to be offered to Part-time Employees.

16.03 When filling vacancies for Full-time, Part-time and Temporary posted positions, the determining factors for internal applicants shall be qualifications, competency, abilities, skills and the work/discipline record, and where those factors are equal, seniority shall be the deciding factor.

16.04 The Employer will advise all applicants whether they were accepted or not accepted for the posted position.

16.05 Where internal applicants are not accepted for a job posting, the Employer may fill the position with external applicants.

#### **ARTICLE 17 – PROBATIONARY PERIOD**

17.01 Newly hired Employees shall serve a probationary period of five hundred four (504) hours worked following the commencement of each period of continuous service. Overtime hours are not taken into consideration for the probationary period. The Employer may extend the probationary period for an additional five hundred four (504) hours worked. When the probationary period is extended, the Employer is to advise the Employee of the areas where improvement is required. The Union is to be advised when the probationary period is extended. During the probationary period or extended probationary period, the Employer may terminate the employment of the Employee at any time. The termination of an Employees' employment during the probationary period, or extended probationary period, is subject to the grievance procedure, but not arbitration.

17.02 Unless authorized by the Employer, probationary Employees cannot apply for vacancies until the probationary period (or extended probationary period) is completed.

#### **ARTICLE 18 – HOURS OF WORK**

18.01 The work schedules the Employer presently has in effect may be continued.

18.02 The hours of work stated in this Article are not a guarantee of hours of work per day, per week or per month.

18.03 The regular hours of work for Full-time Employees are up to seven point seven five (7.75) hours in day and thirty-eight point seven five (38.75) regular hours per week

regularly scheduled and averaged over the shift cycle. Part-time Employees work less than Full-time Employees on a regularly scheduled basis.

- 18.04 Shift schedules for Full-time and Part-time Employees are to be posted four (4) weeks in advance. The Employer may change the schedule with one (1) week of notice to the Full-time and Part-time Employee, unless there are unforeseen or unpreventable circumstances, or the change is due to a request of an Employee. Where the foregoing does not apply and the Employer does not give one (1) week of advance notice to the Employee of the schedule change, the Employee is paid at the time and one half (1.5x) rate for the hours worked on the first shift of the changes schedule. Confirmation of the schedule change is to be confirmed in writing or by text message, email or other electronic means.
- 18.05 Unless otherwise mutually agreed between the Employer and an Employee, or when there are unforeseen or unpreventable circumstances, the Employer endeavors to give Employees twelve (12) hours of rest between scheduled shifts.
- 18.06 Employees who work a shift of seven point seven five (7.75) consecutive hours in a day are entitled to an unpaid meal break of half (1/2) an hour at approximately the mid-point of the shift and two (2) paid fifteen (15) minute rest periods taken before and after the meal break.
- 18.07 Employees who work a shift of more than four (4) consecutive hours and up to six (6) consecutive hours are granted one (1) fifteen (15) minute paid rest period at approximately the mid-point of the shift.
- 18.08 The Employer will not implement split shifts, except with mutual agreement of the Union. If the Employer determines that split shifts are required, then the Employer and Union will meet to negotiate the provisions required to implement split shifts.
- 18.09 The Parties acknowledge the Employer's right to determine work schedules to meet operational requirements. This may include the need for averaging arrangements where an employee or group of employees work longer hours per day at the employee's regular wage rate, in accordance with the *Employment Standards Code*. When an averaging arrangement is required, the Employer will meet with the Union to negotiate the provisions required under the Code prior to implementation of the work schedule.

#### **18.10 Daylight Savings Time**

When Daylight Savings Time occurs in the Spring and when Mountain Standard Time is reverted to in the Fall, Employees will be paid for the actual hours worked.

### **ARTICLE 19 - CASUAL EMPLOYEES**

- 19.01 Casual Employees will provide the Employer with their availability on a periodic basis as required by the Employer. Casual Employees are called into work based on their availability.
- 19.02 When a Casual Employee does not provide the Employer with a valid reason for not being available for work for three (3) consecutive refusals of shifts, or is unavailable for work for more than three (3) consecutive months without the approval of the Employer,

the Casual Employee may be deemed by the Employer to have abandoned interest in working as a Casual Employee.

#### **ARTICLE 20 – SHIFT EXCHANGES**

- 20.01 Regular Employees may exchange shifts. The exchange of shifts is for all of the scheduled shift and not part of the shift, unless otherwise approved by the Employer
- 20.02 The shift exchange is agreed to by the affected Regular Employees, approval of the shift exchange is required to be given by the Employer and is recorded.
- 20.03 If a Regular Employee is owed a shift(s) by another Regular Employee due to a shift exchange, there will be no recourse against the Employer.
- 20.04 The Regular Employee who works the shift is paid for the shift.
- 20.05 Operations are not to be impacted by the shift exchange.
- 20.06 The shift exchange is to be cost neutral to the Employer. The Employer is not responsible for payment of any additional costs incurred arising from the shift exchange, including overtime pay, general holiday pay, vacation pay or other entitlements or amounts.
- 20.07 When a shift exchange has been approved and an affected Regular Employee fails to report for duty due to illness or injury or other legitimate extenuating circumstances, they may be required to provide the Employer with a medical certificate or other documentation to support the reasons for the absence.

#### **ARTICLE 21 – CALL BACK**

- 21.01 A Regular Employee who is called and requested to work outside of their regular hours shall receive a minimum of three (3) hours at the basic rate of pay or the applicable overtime rate, whichever is greater.

#### **ARTICLE 22 – OVERTIME**

- 22.01 Employees are paid overtime at one and a half times (1.50x) the regular hourly rate for all hours worked which are greater than the daily regular hours (7.75 hours), and weekly regular hours of work (38.75 hours) averaged over the pay period. Overtime must be authorized by the Employer before it is worked.
  - (a) It is acknowledged that Receptionists and other designated Employees are paid eight and one quarter (8.25) hours, for each scheduled work day, at the regular straight time rate of pay, as a result of them being unable to leave the premises during a half (1/2) hour lunch time.
- 22.02 An employee may bank overtime. No more than forty (40) hours may be banked at any one time. Banked overtime is paid-out at the regular rate of pay. Banked overtime is to

be taken at a time approved by the Employer. Banked overtime is to be used by December 31<sup>st</sup> each year, otherwise it is paid-out.

### **ARTICLE 23 – SHIFT DIFFERENTIAL**

#### **23.01 Evening Shift**

A shift differential of two dollars (\$2.00) per hour shall be paid to Employees working a shift where the majority of the hours worked are between the period of fifteen hundred (1500) hours and twenty three hundred (2300) hours.

#### **23.02 Night Shift**

A shift differential of two dollars (\$2.00) per hour shall be paid to Employees working a shift where the majority of the hours worked are between the period of twenty-three hundred (2300) hours and seven hundred (0700) hours.

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

23.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **ARTICLE 24 – WEEKEND PREMIUM**

24.01 A weekend premium of two dollars (\$2.00) per hour shall be paid to Employees working a shift wherein the majority of the hours worked are between six hundred (0600 hours on Saturday and six hundred (0600) hours on Monday.

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

24.03 Where applicable, and Employee shall be eligible to receive both shift differential and weekend premium.

### **ARTICLE 25 – PYRAMIDING**

25.01 There will be no pyramiding or stacking of premiums unless provisions in this collective agreement expressly permit that to be done. Where two or more premiums apply, the Employee shall receive only the greater premium.

25.02 Shift differential and weekend premium may be paid at the same time to Employees who are entitled to them.

### **ARTICLE 26 – WAGES AND PAY DAYS**

26.01 Employees shall be paid their basic rate of pay (straight time rate of pay) in accordance

with the rates of pay as set out for their classification in the wage grid.

26.02 Employees will be paid on a semi-monthly basis, less deductions and withholdings as may be required by law. The Employer shall make available the yearly payroll schedule and post it on the union/staff bulletin board annually. Employees will be given written notice for any changes to the payroll schedule at least one (1) month prior to the change. No notice of changes to the payroll schedule is required when payment is made earlier than what is stated in the payroll schedule.

26.03 All monies will be deposited directly into the Employee's bank account. An electronic statement of earnings will be made available to Employees by noon (12:00) on the day the deposit is made. Employees may have access to their electronic payroll profile at a designated computer at the facility.

26.04 An Employee required to fill the position of a higher classification of pay shall receive the higher rate of pay, at their incremental step for the period of relief. This does not apply when the Employee is filling the higher classification for the training purposes.

**26.05 Time Sheets**

Employees shall be required to register in and out using the Employer's biometric clock or other electronic timekeeping system used by the Employer. Electronic timecards are used. If changes are made to the electronic timecard by the Employer, the Employee will be notified, and an electronic note will be left on the timecard specifying the reason for the change

**ARTICLE 27 – OVERPAYMENT OF WAGES AND/OR ENTITLEMENTS**

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

27.02 The Employer may recover the overpayment of wages and/or entitlements from the Employee for up to six (6) months from the date the Employer discovered the overpayment. This limitation on the period of recovery does not apply when the Employee was aware of the overpayment and failed to notify the Employer, or when the Employee acted in bad faith, the Employee was negligent, fraudulent or engaged in criminal activities related to the overpayment of wages and/or entitlements.

## **ARTICLE 28 – GENERAL HOLIDAYS**

### **28.01 Number of General Holidays**

The following shall be recognized as General Holidays:

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day designated as a General Holiday by the Lieutenant Governor in Council under the *Employment Standards Code*.

### **28.02 Eligibility**

A Full-time, Part-time, Temporary or Casual Employee is not entitled to General Holiday pay when:

- (a) The Employee does not work on a General Holiday when scheduled to do so unless absent due to illness, vacation, or other reason acceptable to the Employer; or
- (b) The Employee is absent from employment, without the consent of the Employer, for all or part of the last shift preceding or the first shift following the General Holiday; or
- (c) On the date of the General Holiday, the Employee is on lay-off, on an unpaid leave of absence, on maternity, parental or adoption leave, on Workers' Compensation (WCB) or is on disability benefits.

### **28.03 Full-time**

When the above conditions do not apply, and the General Holiday is on a non-working day, a Full-time Employee is entitled to receive pay at the regular straight time rate for the General Holiday as per the Alberta *Employment Standards Code*.

28.04 A Full-time Employee who works on a General Holiday shall receive one and a half (1.50x) times their regular straight time rate for all hours worked on the General Holiday. When the Full-time Employee meets the eligibility requirements for General Holiday pay noted above, the Full-time Employee who works on a General Holiday is also entitled to regular pay at the straight time rate or is given a day off with pay at the regular straight time rate in the future. Such future day off is to be agreed on by the Employer and the Employee within thirty (30) days from the date of the General Holiday, otherwise the Employee is paid for it.

### **28.05 Part-time, Temporary and Casual**

When the above conditions do not apply, each pay period, Part-time, Temporary and Casual Employees are paid General Holiday pay of five (5%) percent of regular wages

according to the Alberta *Employment Standards Code*. In the event such amount in the *Employment Standards Code* changes in the future, the new rate shall apply.

28.06 A Part-time, Temporary or Casual Employee who works on a General Holiday shall receive one and half (1.50x) times the regular straight time rate for all hours worked on the General Holiday.

**28.07 Overtime not Apply**

The overtime provisions of this Agreement do not apply to work on General Holidays.

**28.08 Exchange Faith Based General Holidays: Full-time and Part-time**

Upon at least thirty (30) calendar days of notice to the Employer by a Full-time or Part-time Employee, Good Friday, Easter Monday or Christmas Day may be exchanged in the same calendar year for another religious day of such Employee's own faith which is observed.

**28.09 Christmas Day or New Year's Day**

Upon at least thirty (30) calendar days of advance notice to the Employer, a Full-time, Part-time or Temporary Employee may request to not be scheduled to work either Christmas Day or New Year's Day, but not both. Such request is subject to operational requirements being met.

**ARTICLE 29 – VACATIONS**

29.01 A Regular Full-time and Regular Part-time Employee shall receive an annual vacation with pay in accordance with their years of continuous service as follows:

For Occupational Therapists, Physiotherapists, Social Workers, Recreational Therapists and Dieticians

<b>Years of Service</b>	<b>Vacation Entitlement</b>
During the 1 <sup>st</sup> year of service	15 working days per year
During each of the 2 <sup>nd</sup> through 9 <sup>th</sup> years of service	20 working days per year
During each of the 10 <sup>th</sup> through 19 <sup>th</sup> years of service	25 working days per year
During the 20 <sup>th</sup> and subsequent years of service	30 working days per year

Occupational Therapists, Physiotherapists, Social Workers, Recreational Therapists and Dieticians also receive supplementary vacation at the major milestones of twenty-five (25) years, thirty (30) years, thirty-five (35) years, and forty (40) years of continuous service. Upon attaining the major milestones of continuous service, Regular Employees shall qualify for a one-time supplementary vacation of five (5) work-days, over and above normal annual vacation as provided above. Utilization of this one-time paid leave is limited to the twelve (12) month period immediately following attainment of the service milestone and is subject to the established provisions governing the scheduling of vacation. There is no carry-over or carry-forward privilege for any portion of paid leave which remains unused at the end of the twelve (12) month limited period. At the end of the twelve (12) month limited period, any unused paid leave shall be paid out.

For All Other Classifications

<b>Years of Service</b>	<b>Vacation Entitlement</b>
During the 1 <sup>st</sup> year of service	10 working days per year
During each of the 2 <sup>nd</sup> through 4 <sup>th</sup> years of service	15 working days per year
During each of the 5 <sup>th</sup> through 14 <sup>th</sup> years of service	20 working days per year
During each of the 15 <sup>th</sup> through 24 <sup>th</sup> years of service	25 working days per year
During the 25 <sup>th</sup> and subsequent years of service	30 working days per year

Vacation entitlement and supplementary vacation for Part-time Employees is pro-rated to the Full-time Employee entitlement based on the Part-time Employee's full-time equivalency.

Where a Full-time or Part-time Employee works part of a year, vacation entitlement is pro-rated for the period of time worked by such Employee.

29.02 Employees shall earn vacation entitlement upon the date of commencement of employment. Employees shall earn entitlement to a vacation with pay to be taken in the following vacation year. "Vacation year" for the purpose of this Article 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.

29.03 Vacation pay for Regular Employees is based on their current wage rate.

29.04 Vacation with pay shall not accrue during period when an Employee is:

- (a) lay-off; or
- (b) on a leave of absence without pay of thirty (30) consecutive calendar days or more; or
- (c) in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) consecutive calendar days.

Vacation with pay shall accrue when the Employee is on a modified work program with the Employer.

**29.05 Time of Vacation**

- (a) The Employer shall post the vacation schedule planner by September 1<sup>st</sup> of each year. Where an Employee submits a vacation preference by November 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by December 31<sup>st</sup> of that same year.
- (b) Where Employees have submitted their requests for vacation within the timeframe of September 1<sup>st</sup> to November 15<sup>th</sup> stipulated in Clause 29.05 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation that are submitted after November 15<sup>th</sup> shall be dealt with on a first-come, first-serve basis
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) Once approved, vacation requests are not to be changed except in cases of



emergency or by mutual agreement of the Full-time or Part-time Employee and the Employer.

- (e) Unless written authorization is obtained from the Employer, vacation accrued in on vacation year must be taken by the end of the following vacation year. The Employee may request to carry over up to five (5) days of vacation into the next vacation year. The Employer must be notified of this request in writing at least two (2) weeks prior to December 31<sup>st</sup>. If the carry over request is approved by the Employer, the carry over vacation days must be used within the first three (3) months of the next vacation year.
- (f) When the Full-time or Part-time Employee has not submitted requests by March 31<sup>st</sup> for the scheduling of their vacation to be taken by the end of the vacation year, the Employer may determine when the vacation will be taken. In such event, the Employer will give the Full-time or Part-time Employee at least two (2) weeks written notice of when the vacation will be taken.
- (g) An Employee requested by the Employer to return to work during their approved scheduled vacation shall receive overtime pay as per Article 22 for all hours worked, and their vacation days shall be reinstated for use at a future date.

29.06 Casual and Temporary Employees are provided vacation entitlement as per the Alberta *Employment Standards Code*.

#### 29.07 Sick While on Vacation

If a Full-time or Part-time Employee becomes ill while on vacation for more than two (2) days, accrued sick leave may be substituted for the vacation provided the amount of sick leave does not exceed the amount of vacation which had been approved. Proof of such illness shall be provided to the Employer in accordance with Article 30 -Sick Leave.

29.08 Upon a Full-time or Part-time Employee ceasing employment with the Employer, accrued vacation shall be paid out.

### **ARTICLE 30 – SICK LEAVE**

30.01 After successful completion of the probationary period, Full-time Employees accrue sick leave of one and a half (1 ½ ) working days per calendar month to a maximum of one hundred and twenty (120) working days. Sick leave for Part-time Employees is prorated based on full-time equivalency. Unused sick leave is not paid out.

30.02 The Employer and Union recognize that addiction from alcohol or drugs and mental illness are treatable conditions which may respond to treatment and therapy from qualified healthcare providers.

30.03 Accrued sick leave may be used when a Full-time or Part-time Employee is off work ill, or for medical, dental and optical appointments. Accrued sick leave cannot be used when the Employee is receiving Workers' Compensation benefits or disability benefits.

30.04 It is the responsibility of the Employee to notify the supervisor of absence from work

related to sickness prior to the start of the Employer's shift. The Employee is to give the Employer an estimated date of when the Employee will return to work. A new date is to be provided to the Employer prior to the original estimated date of return expiring.

- 30.05 Upon reasonable cause, an Employee using sick leave may be required to provide the Employer with a medical certificate of other satisfactory documentation for any period of illness. Upon proof of payment, the Employer is to reimburse the Employee for the cost of the medical certificate up to fifty dollars (\$50).
- 30.06 An Employee may be required to submit proof of attendance at a medical, dental or optical appointment when time off work is given for such appointments. To ensure the operational requirements of the Employer are met, Employees must provide reasonable notice to their supervisor of such non-emergent appointments.
- 30.07 Accrued sick leave is used until an Employee goes on disability benefits or there is no more accrued sick leave, whichever first occurs.
- 30.08 Other than when a Full-time or Part-time Employee is on vacation or using banked time, sick leave does not accrue when the Employee has been off work for any reason for more than thirty (30) calendar days.
- 30.09 Subject to the grievance procedures, misrepresentations or abuse related to sickness claims, disability, WCB or benefits by an Employee may be sufficient cause for disciplinary action up to and including discharge for just cause.

**30.10 Advising monthly when off work thirty (30) days Sick, Disability, WCB**

When an Employee is off work sick, on disability or is receiving WCB for thirty (30) consecutive calendar days or more, unless advised otherwise by the Employer, the Employee is to advise the Employer on a monthly basis as to their status and when they anticipate being able to return to work.

**30.11 Notice of return to work when on Long-term sickness, Disability or WCB**

When an Employee has been off work for at least six (6) consecutive months due to sickness, disability or WCB, the Employee is to give the Employer at least one (1) month of notice of returning to work and provide satisfactory medical certification of fitness for work to the Employer. When off for more than twelve (12) consecutive months, the Employee is required to give at least two (2) months' notice of returning to work and provide satisfactory medical certification of fitness to return to work. Lesser notice may be permitted when there are extenuating circumstances. Upon proof of payment, the Employer is to reimburse the Employee for the cost of the medical certificate up to seventy-five dollars (\$75).

**ARTICLE 31– NOTIFICATION OF ABSENCE**

- 31.01 When an Employee is not able to report for work for a shift due to sickness or other justifiable reasons, the Employee will notify the Employer before the start of the shift as soon as the Employee is aware that they will not be able to attend work. The Employee is to give the Employer as much advance notice as possible so the Employer can make adjustments as may be required in the absence of the Employee. The Employee is to give the Employer an estimated date of when the Employee will return to work. When

the date the Employee has advised they are able to return to work changes, the Employee is to advise the Employer of the new estimated date of returning to work before the original estimated date of return expires.

## **ARTICLE 32 – MATERNITY/PARENTAL/ADOPTION LEAVE**

- 32.01 Employees with ninety (90) days of service are entitled to maternity, parental and adoption leave according to the provisions of the *Employment Standards Code*. Maternity, parental and adoption leave are unpaid leaves of absence, except for the health related part of a maternity leave where a Full-time or Part-time Employee may use accrued sick leave. The health related part of a maternity leave is determined by a physician. The Employee will provide the Employer with documentation from their physician which indicates the health related part of the maternity leave. Maternity leave commences when the Employee goes off work.
- 32.02 Maternity leave is for a period of not more than sixteen (16) weeks and such time include any health related part of it. The combined maternity leave and parental leave for an Employee shall not be more than seventy-eight (78) weeks.
- 32.03 Maternity leave may be commenced at any time twelve (12) weeks before the estimated date of delivery. An Employee taking maternity leave shall give the Employer six (6) weeks written notice of the date they intend to begin maternity leave, unless the Employee suffers from pregnancy related complications and they provide the Employer with a medical certificate indicating the estimated date of delivery and that they are not able to work due to medical conditions related to the pregnancy. An Employee on maternity leave must give the Employer at least four (4) weeks written notice of the date they are returning to work. When a pregnancy interferes with the performance of an Employee's duties, the Employer may assign the pregnant Employee to another job at no loss of pay or give the Employee notice in writing that they are required to commence maternity leave. The Employee may be required to provide satisfactory medical information to continue working.
- 32.04 During the health related part of maternity leave, a Full-time and Part-time Employee's benefits are continued in the same manner as they were prior to the Employee going on maternity leave. Other than the health related part of the maternity leave, the Full-time or Part-time Employee may continue benefits during the maternity leave by paying the Employer and Employee premiums for the benefits. A failure to pay such premiums results in the benefits being discontinued.
- 32.05 Parental leave includes adoption leave. Parental leave is for a period of up to sixty-two (62) weeks. An Employee must give the Employer six (6) weeks written notice of the date parental leave will commence, unless there is a medical condition of the birth mother or child which make it impossible to comply with such requirement or if the date of the child's placement with the adoptive parent is not foreseeable. An Employee who takes maternity leave and parental leave shall advise the Employer in writing before they go on maternity leave that they will be taking parental leave. An Employee on parental leave shall give the Employer four (4) weeks written notice of the date the Employee will return to work. A Full-time or Part-time Employee on parental leave may continue benefits by paying the Employer and Employee premiums for the benefits. A failure to pay such premiums results in the benefits being discontinued.
- 32.06 Where the parents of a child work for the Employer, the Employer is only required to give

parental leave to one parent at a time and the combined parental leave of the parents shall not exceed sixty-two (62) weeks.

- 32.07 An Employee who returns to work from maternity, parental or adoption leave will be placed in the Employee's same position held immediately before going on such leave. If the same position is not available, the Employer will place the Employee in a similar position with the same rate of pay of the position immediately held by the Employee before the Employee went on maternity, parental or adoption leave.

### **ARTICLE 33 – BEREAVEMENT LEAVE**

33.01 In most instances, Full-time and Part-time Employees are permitted up to five (5) calendar days away from work for bereavement leave upon the death of an immediate family members. Full-time and Part-time Employee paid bereavement leave is up to three (3) days with pay following the death of an immediate family member for attending the funeral, memorial service, making arrangements for the funeral/memorial service or for grieving. The Employer may extend bereavement leave an additional two (2) paid days if the Full-time or Part-time Employee has to travel more than four hundred (400) kilometers from Edmonton. The five (5) calendar days of bereavement leave includes the Employee's scheduled days off and vacation which has been scheduled unless the Employer determines otherwise. The Employee may be required to provide proof of death to the Employer.

- (a) "Immediate family member" means the following relative of the Full-time or Part-time Employee: spouse, children, step-children, parents, step-parents, brothers, sisters, mother-in-law, father-in-law, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, step-grandparents, grandchildren, aunts, uncles, nieces and nephews. These relationships are deemed to include the current common-law relationships of the Employee.

### **ARTICLE 34 – TERMINAL CARE LEAVE / PARENTS CRITICALLY ILL / CHILDREN LEAVE**

34.01 Upon approval of the Employer, an Employee with ninety (90) days of service with the Employer who is eligible for terminal care leave under federal or provincial legislation will be granted a leave of absence for up to twenty-seven (27) weeks, or who is eligible for Parents of Critically Ill Children leave under the federal or provincial legislation will be granted a leave of absence for up to thirty-six (36) weeks, without pay, but with benefits continued for up to six (6) weeks with the Full-time or Part-time Employee and the Employer paying their share of the benefit premiums in the same manner as they did before the Employee went on the leave. After that time, the Employee is responsible for the payment of all benefit premiums. The Employer may require the Employee to provide satisfactory proof of the leave.

### **ARTICLE 35 – COURT LEAVE**

- 35.01 When a Full-time or Part-time Employee is subpoenaed as a witness or as a defendant to appear in court in an official capacity related to employment with the Employer, the Employee will be granted leave with regular pay, less any amounts paid by the court.
- 35.02 When a Full-time or Part-time Employee is required to serve as a juror under the *Jury*

Act, the Employee will be allowed leave with pay, less any amounts paid by the courts.

- 35.03 If an Employee is required to appear in court for a matter which is related to employment with the Employer and which is in any capacity other than the foregoing, the Employee will be granted leave with pay, less any amounts paid by others for such attendance.

### **ARTICLE 36 – UNION LEAVE**

- 36.01 Subject to operational requirements, time off for Union business will be provided to Employees to attend at collective agreement negotiations with the Employer and attendance at union convention, seminars, union committee meetings, attendance at union training events and similar events. For such events, the Employee off on Union business will not suffer any loss of regular wages or benefits and the Union will reimburse the Employer for the cost of wages, plus fifteen (15%) percent for benefits and administration costs. No more than two (2) Employees will be off work on Union business at one time. For collective agreement negotiations, no more than two (2) Employees will be allowed time off work.
- 36.02 Employees will give the Employer at least seven (7) calendar working days' notice of time off for Union business. The Employer may approve time off for Union business when shorter notice is given.
- 36.03 There shall be no loss of seniority while on Union business.
- 36.04 The Union shall advise the Employer in writing of the names of Union Stewards.
- 36.05 Union Stewards and Employees who are Union representatives will not interfere with the business and operations of the Employer and will not leave their assigned duties to deal with grievances of other Union matters without first obtaining the permission of the Employer.
- 36.06 Employees who are elected to a full-time position with the Union or its affiliates shall be granted a leave of absence for up to two (2) years, without pay and without loss of seniority. Employees who are selected for a full-time position with the Union or its affiliates shall be granted a leave of absence for up to one (1) year, without pay and without loss of seniority. No more than two (2) Employees may be on such leaves of absence at any time. At its sole discretion, the Employer may extend such leaves of absence.

### **ARTICLE 37 – OTHER LEAVES**

#### **37.01 Leaves of Absence**

- (a) Upon receiving a written request from an Employee, the Employer may grant the Employee an unpaid leave of absence.
- (b) The Employer recognizes the leaves in the *Employment Standards Code*.

#### **37.02 Election Leave**

Employees eligible to vote in federal, provincial or municipal elections, or in a plebiscite

or referendum under applicable legislation, will be granted leave with pay to vote as may be required by the governing legislation.

## **ARTICLE 38 – GROUP BENEFITS FULL-TIME & PART-TIME**

### **38.01 Group Benefits Full-time and Part-time**

- (a) Eligibility for group benefits for Full-time and Part-time Employees will be as per the rules in the group benefits plan with Employer's benefits insurer. The rules and procedures of such group benefits plan will apply at all times.
- (b) Effective the first full month following ratification, the Employer pays seventy-five percent (75%) of the group benefits premium and Full-time and Part-time Employees pay twenty-five percent (25%).
- (c) In the event the Employer changes group benefits insurers, the Employer will endeavour to obtain group benefits from another insurer which are equivalent to those being provided to Full-time and Part-time Employees on April 1, 2019. The rules and procedures in such group benefits plans will apply at all times. The Employer is to give the Union thirty (30) days of notice of changes to group benefits or a change of group benefits insurers.
- (d) A denial of disability benefits by the group benefits insurer cannot be grieved. The appeal process of the group benefits insurer is to be followed by the Full-time or Part-time Employee.

## **ARTICLE 39 – GROUP RRSP**

- 39.01 The Employer will provide a group Registered Retirement Savings Plan (RRSP) for Occupational Therapists, Physiotherapists, Social Workers, Recreational Therapists and Dieticians. Effective on the Employee's date of enrollment, a Regular Employee under the age of 72 years shall have the right to contribute up to three percent (3%) of their regular earnings into the RRSP. The Employer shall match the Employee's contributions into the RRSP. An Employee 72 years of age or older shall receive an additional three (3%) of their regular earnings.
- 39.02 For all other classifications, the Employer will provide an optional group Registered Retirement Savings Plan (RRSP) to eligible Regular Employees in accordance with group RRSP as it may be amended or supplemented from time to time at the discretion of the Employer. The Employer will match Employee contributions up to a maximum Employer contribution of two percent (2%).
- 39.03 The Employer shall make available to all eligible Employees copies of the group RRSP information pamphlets.

## **ARTICLE 40 – HEALTH AND SAFETY COMMITTEE**

- 40.01 The Health and Safety Committee shall be comprised of at least two (2) Union representatives and at least two (2) Employer representatives. The Health and Safety

Committee shall hold, at minimum, quarterly meetings to jointly consider, monitor, inspect, investigate and review health and safety conditions and practices and to improve existing health and safety standards. Minutes shall be recorded and distributed to the members of the Committee. Recommendations of the Committee will not be subject to the grievance and arbitration process.

40.02 Employees scheduled to work at the time and date of the Health and Safety Committee meetings shall be paid at their straight time rate of pay for attending such meetings.

#### **ARTICLE 41 – LABOUR MANAGEMENT RELATIONS COMMITTEE**

41.01 A Labour Management Relations Committee shall be created, which consists of at least two (2) Employee representatives and at least two (2) Employer representatives. The Committee shall meet quarterly. Agendas and meeting minutes are to be kept. The Union may request the CUPE National Representative attend these meetings and the Employer is to be notified in advance. The parties shall alternate chairing and taking minutes of the meeting.

41.02 The purpose of the Labour Management Relations Committee is to foster communications between the Employer and its Employees, to identify and discuss work related matters which may arise and make recommendations for the Employer to consider. There must be a consensus of the Labour Management Relations Committee for recommendations to the Employer.

41.03 The Labour Management Relations Committee shall not engage in collective bargaining and cannot change the terms of this collective agreement. Recommendations of the Committee will not be binding or subject to the grievance and arbitration process.

41.04 Employees scheduled to work at the time and date of the Labour Management Relations Committee meetings shall be paid at their straight time of pay for attending such meetings.

#### **ARTICLE 42 – FITNESS AND IMPAIRMENT**

42.01 Employees are to be fit for work. Employees are not to be impaired by alcohol, drugs or other substances at a work site. To ensure safety and security and to lessen the risk and potential liability, the Employer may implement alcohol and drug testing of Employees as permitted by applicable laws. Before implementing an alcohol and drug testing policy, the Employer is to meet with the Union and obtain its input and consent. Such consent is not to be unreasonably denied by the Union.

#### **ARTICLE 43 – MEDICAL EXAMS AND FUNCTIONAL CAPACITY EVALUATION (FCE)**

43.01 To determine fitness for work, upon reasonable cause or when the Employer has concerns related to safety, security, risk or potential liability and the Employee or the Employee's healthcare practitioners have not provided satisfactory information to the Employer, the Employer may send an Employee for a functional capacity evaluation (FCE) or a medical examination, or both, with a qualified healthcare practitioner, which is paid for by the Employer. A copy of the medical report shall be provided to the

Employer and the Employee and is to remain confidential. The Employee is to cooperate regarding any such medical examination or FCE. A qualified healthcare practitioner includes a physician, psychiatrist, psychologist, occupational medicine doctor, a specialist and a nurse practitioner, physiotherapist or occupational therapist. The Employee may request Union representation or assistance.

#### **ARTICLE 44– WORKERS’ COMPENSATION**

- 44.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers’ Compensation Act*, shall receive compensation benefits directly from the Workers’ Compensation Board (WCB).
- 44.02 An Employee receiving compensation benefits under Clause 44.01 shall be deemed to be on Workers’ Compensation leave and shall:
- (a) Remain in the continuous service of the Employer.
  - (b) Cease to earn sick leave and vacation credits, but shall suffer no loss of sick leave credits or vacation entitlements which had already accrued prior to Workers’ Compensation benefits commencing.
  - (c) Not be entitled to General, Holidays with pay falling within the period of Workers’ Compensation leave.
  - (d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.
- 44.03 An Employee on Workers’ Compensation leave and who is certified by the Workers’ Compensation Board to be fit to return to work and who is:
- (a) Capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) calendar days written notice of readiness to return to work. Such advance notice shall not be required in the case of short term absence on Workers’ Compensation leave that is where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position they held immediately prior to the disability.
  - (b) Incapable of performing the duties of their former position but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy.
  - (c) Incapable of performing the duties of their former classification and is no longer receiving a benefit from the Workers’ Compensation Board, may make application for benefits for which they are eligible under Sick Leave, Article 30, and Group Benefits, Article 38. Eligibility for benefits will be determined in accordance with those Articles.



44.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of this Agreement.

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

#### **ARTICLE 45 – COURSES / TRAINING and SEMINARS / CONFERENCES**

45.01 Employees shall be paid at the regular straight time rate of pay when required to attend staff education/training meetings scheduled by the Employer and in-service training, which are held on the Employer's premises. When such training is completed before the end of an Employee's shift, unless otherwise instructed by the Employer, the Employee is to return to work to finish the scheduled shift.

45.02 Prior authorization of the Employer is required for training/courses and seminars/conferences which occur off the premises of the Employer which the Employer requires the Employee to take or which are related to the Employees job with the Employer, as follows:

- (a) Employees who are directed to take training/courses by the Employer which are required to do their job are to be paid the regular straight time rate of pay for attendance at training/courses to a maximum of one (1) day of pay for each day of the training/course, or be given time off with pay at the regular rate at a later day. Employees will not be paid time for travelling to and from such training/courses which are held locally. Employees are paid at the regular straight time rate for travelling to and from training/courses which are not held locally.
- (b) The Employer pays the fees for Employee attendance at conferences/seminars which are related to the Employee's job which have been authorized by the Employer. Employees are paid the regular straight time rate of pay for attendance at conferences/seminars to a maximum of one (1) day of pay for each day of the conference/seminar or be given time off with pay at the regular rate at a later day. Employees will not be paid time for travelling to and from such conferences/seminars which are held locally. Employees are paid the regular straight time rate for travelling to and from conferences/seminars which are not held locally.
- (c) When training/course or conferences/seminars are completed before the end of an Employee's shift, unless otherwise instructed by the Employer, the Employee is to return to work to finish the scheduled shift.
- (d) When an Employee uses their own vehicle to travel to/from courses/training and conferences/seminars which are not held locally when transportation is not provided by the Employer, the Employee is paid mileage as per the Employer's policies.
- (e) If within one (1) year of attending Employee requested training/courses or conferences/seminars, the Employee resigns from their employment with the Employer, the Employer may withhold, on a prorated basis, the cost of the training/courses or conferences/seminars from the Employee's final cheque.

- 45.03 Attendance at training/courses and conferences/seminars is to be consistent with the Employer's training and development objectives.
- 45.04 Employees who attend training/courses are expected to make a reasonable effort to pass examinations for such training/courses.
- 45.05 It is the intent of the Union and the Employer that overtime not be paid when Employees attend training/courses and conferences/seminars. For training and development, flexible work weeks, compressed work weeks, alternative work weeks, averaging agreements and flexible averaging agreements may be used.
- 45.06 New Employee Orientation**

Each new Employee who is performing work for the first time with the Employer in a position covered in this Agreement is to receive up to two (2) paid days of orientation prior to working a shift independently. A buddy system may be used.

#### **ARTICLE 46 – PROFESSIONAL/LICENSING FEES**

- 46.01 Full-time and Part-time Employees who are required to maintain annual registrations or certifications which are directly related to the work performed for the Employer, are entitled to have those fees reimbursed up to one hundred (\$100.00) dollars per year upon receipt of proof of payment of such fees.

#### **ARTICLE 47 – VEHICLE ALLOWANCE**

- 47.01 Reimbursement for mileage will be paid in accordance with the Employer policy to those Employees who are required to use their personal vehicle for Employer business.

#### **ARTICLE 48 – NOTICE BOARD**

- 48.01 A suitable notice board (bulletin board) will be made available to the Union for the purpose of posting notices of meetings. Other notices may be posted on such board provided they are first approved by the Employer. This notice board must be easily accessible and conspicuous to all Employees. Nothing disrespectful of the Employer is to be posted on the notice board.

#### **ARTICLE 49 – DRESS CODE**

- 49.01 All Employees will follow the dress code as set by the Employer and maintain a professional image on the work site. All protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

## **ARTICLE 50 – LOCKERS**

50.01 The Employer makes lockers available to Employees, who are to provide their own lock and key for the locker. Such lockers are Employer property. Employees are to comply with the Employer's requirements for use of the lockers and are not to engage in unlawful activities using lockers.

## **ARTICLE 51 – LONG SERVICE RECOGNITION**

51.01 Long service recognition for Full-time and Part-time Employees is according to the Employer's policies.

## **ARTICLE 52 – CHANGES TO PERSONAL INFORMATION**

52.01 It shall be the responsibility of the Employee to notify the Employer in writing within fourteen (14) calendar days of any changes in name, marital status, address and contact information.

**APPENDIX "A" – SALARY SCHEDULE**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laundry Aide	\$16.69	\$17.16	\$17.69	\$18.26	\$18.85

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Food Services Aide	\$16.69	\$17.16	\$17.69	\$18.26	\$18.85
Assistant Cook	\$19.01	\$19.57	\$20.16	\$20.77	\$21.39
Cook 1	\$20.02	\$20.53	\$21.20	\$21.90	\$22.57
Cook 2	\$25.07	\$25.89	\$26.72	\$27.58	\$28.04

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Receptionist	\$19.92	\$20.46	\$21.14	\$21.69	\$22.29	\$22.74
Unit Clerk	\$20.53	\$21.35	\$22.17	\$23.02	\$23.86	\$24.70
Administrative Assistant	\$21.07	\$21.94	\$22.83	\$23.37	\$24.35	\$25.37
Scheduler	\$21.07	\$21.94	\$22.83	\$23.37	\$24.35	\$25.37
Volunteer Coordinator	\$24.89	\$25.94	\$27.04	\$28.18	\$29.37	\$30.61

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Maintenance 1	\$21.62	\$23.04	\$23.70	\$24.13	
Maintenance 2	\$24.89	\$25.27	\$25.64	\$26.03	\$26.42

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Therapy Aide 1	\$17.21	\$17.90	\$18.61	\$19.36	\$20.13
Therapy Aide 2 (certificate)	\$19.36	\$20.13	\$20.94	\$21.77	\$22.65
Companion	\$16.52	\$16.99	\$17.51		

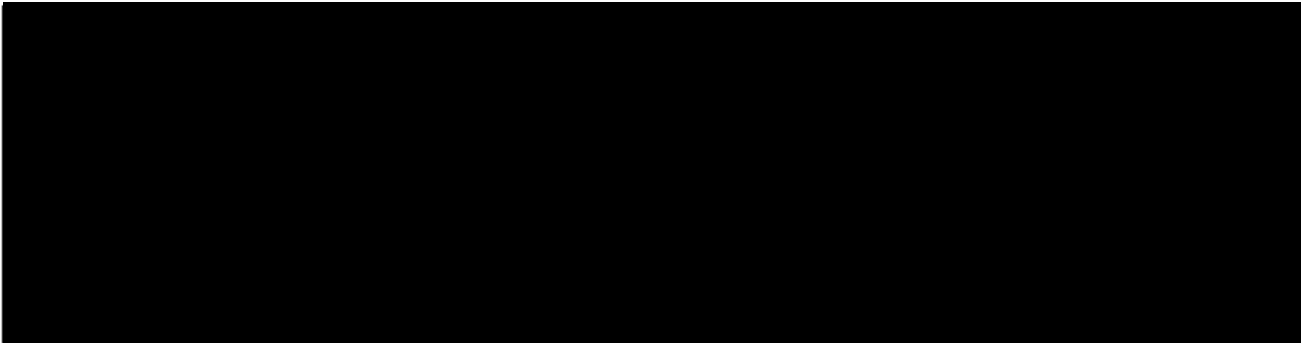
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Recreation Therapist	\$34.08	\$35.45	\$36.86	\$38.34	\$39.87	\$41.47	\$43.12
Social Worker	\$36.86	\$38.34	\$39.87	\$41.47	\$43.12	\$44.85	\$46.64
Occupational Therapist	\$38.34	\$39.87	\$41.47	\$43.12	\$44.85	\$46.64	\$48.51
Physiotherapist	\$38.34	\$39.87	\$41.47	\$43.12	\$44.85	\$46.64	\$48.51
Dietician	\$38.34	\$39.87	\$41.47	\$43.12	\$44.85	\$46.64	\$48.51

1. Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following two thousand and twenty-two point seven five (2022.75) hours worked with the Employer to the maximum increment granted to Full-Time Employees. For the purposes of this Clause, "hours worked" means all the hours for which an Employee is paid at their basic rate of pay, exclusive of overtime.
2. Provided not more than three (3) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:

All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale (based upon two thousand twenty-two point seven five (2022.75) hours).

On behalf of the Union:

On behalf of the Employer:



\_\_\_\_\_  
Date June 21, 2021

\_\_\_\_\_  
Date June 21, 2021

**LETTER OF UNDERSTANDING #1 – AVERAGING ARRANGEMENT**

**Re: Occupational Therapist**

The Employer and the Union agree to the following averaging agreement for employees in the Occupational Therapist classification in accordance with section 23.1(1) of the *Employment Standards Code*.

Where the Employer and the Employee mutually agree, the Employee will work up to ten (10) hours per day and the average normal working week shall constitute thirty-eight point seven five (38.75) hours, averaged over the pay period.

Employees are paid overtime at one and half times (1.50 x) the regular hourly rate for all hours worked which are greater than ten (10) hours per day and thirty-eight point seven five (38.75) hours per week averaged over the pay period.

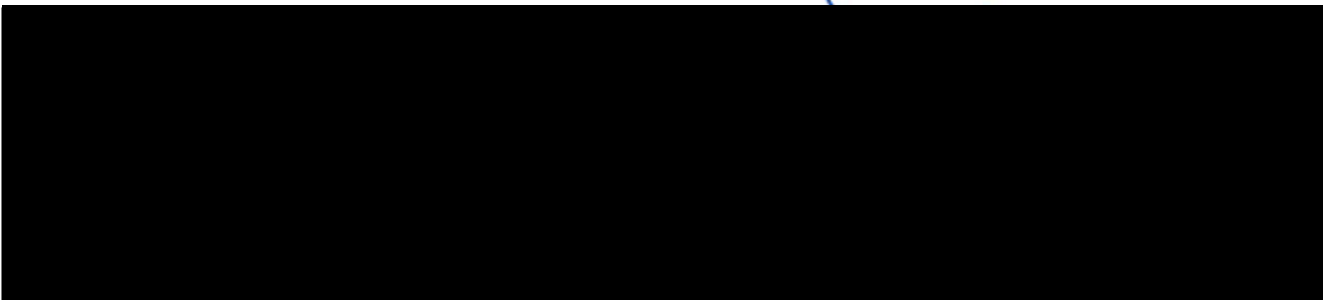
When an employee works a shift in excess of seven point seven five (7.75) hours, are entitled to one (1) additional paid fifteen (15) minute rest period.

All other provisions of the Collective Agreement related to hours of work and overtime apply to employees covered by this averaging arrangement, including but not limited to:

- Authorization for overtime
- Banking of overtime
- Posting of shift schedules
- Changes in schedules
- Hours of rest between shifts
- Rest periods

**On behalf of the Union:**

**On behalf of the Employer:**



June 21, 2021  
Date

June 21, 2021  
Date