



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**ASTER JOINT VENTURE PARTNERSHIP  
AGECARE SETON**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 084 CHAPTER 008**

**EFFECTIVE:  
APRIL 27, 2021 – DECEMBER 31, 2024**

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### **PURPOSE AND PREAMBLE**

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

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

**ARTICLE 1**  
**TERM OF COLLECTIVE AGREEMENT**

- 1.02 Where notice is served by either Party to commence collective bargaining this Collective Agreement shall continue in full force and effect until:
- (a) a new collective agreement is concluded;
  - (b) the right of the bargaining agent to represent the Employees is terminated;  
or
  - (c) a strike or lockout commences.
- 1.03
- (a) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
  - (b) 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:  
  
Aster Joint Ventures Limited Partnership  
Senior Vice- President, Human Resources  
19655 Walden Boulevard SE  
Calgary, Alberta T2X 0N7  
  
and in the case of the Union to:  
  
The President  
Alberta Union of Provincial Employees  
10025 - 182 Street NW  
Edmonton, AB T5S 0P7
- 1.04 The Collective agreement shall apply to all Employees of the Bargaining Unit.
- It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.
- 1.05
- (a) In the event any provision of this Collective Agreement conflicts with any present or future statute of the Government of Alberta or Canada applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 1.06
- (a) The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, unless otherwise specified, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement because of this change.

- (b) For the purpose of applying the terms of this Collective Agreement, time worked, shall be deemed to have been worked on the day on which the majority of the hours of the shift fall.

1.07 Where a conflict exists between a provision(s) contained in this Collective Agreement and the Employer's policies, regulations, guidelines or directives cover the subject matter, the Collective Agreement shall apply.

## **ARTICLE 2** **DEFINITIONS**

2.01 "Code" means the *Labour Relations Code*, as amended from time to time.

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

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

2.04 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

2.05 "Centre" means AgeCare Seton Seniors' Community named as the "Employer" in this Collective Agreement.

2.06 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.

2.07 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of continuing nature:
  - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement; and
  - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement;
- (b) "Casual Employee" is one who:
  - (i) relieves for absences the duration of which is three (3) months or less; or
  - (ii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position:
  - (i) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months but less than eighteen (18) months; or

- (ii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months but less than eighteen (18) months.
  - (d) The alteration of employment status thereafter will be regulated by the terms of this Collective Agreement and the agreement of the parties.
  - 2.08 “Employer” means Aster Joint Venture Limited Partnership (Aster JVLP) and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre.
  - 2.09 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both or neither and similarly, the singular shall include the plural and vice-versa, as applicable.
  - 2.10 “Shift” means a daily tour of duty excluding overtime hours, including:
    - (a) "Regularly Scheduled Hours" mean the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as described in the applicable job posting.
    - (b) "Shift Cycle" means a pattern of days and/or evenings and/or night shifts and the period of time over which a Full-time or Part-time Employee's Regularly Scheduled Hours repeats itself.
    - (c) Shift schedule is the regularly consecutive hours of scheduled work for each employee, as documented on the master line rotation.
    - (d) Master line rotation is the master work- schedule of off-duty and on-duty shifts, which rotates a consistent pattern of shifts that repeats itself. The master line rotation will be posted on each Unit.
  - 2.11 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
  - 2.12 “Position” means:
    - (a) the Employee status;
    - (b) the classification and pay rates; and
    - (c) full-time equivalency (FTE).
  - 2.13 “Status” means either regular Full-time (FT) or regular Part-time (PT) or temporary or casual as defined above and the capacity that an Employee is employed in.
  - 2.14 “Classification” means job title, a group of positions having sufficient common characteristics that are assigned a common job title and compensation treatment.
  - 2.15 “Full-time Equivalency (FTE)” means the minimum guaranteed ratio of the scheduled bi-weekly hours for the position held by the Employee to the normal Full-time bi-weekly hours defined at Article 12 Hours of Work in the Agreement.
  - 2.16 “Health Care Aide” means an Employee who is certified or recognized for equivalency to certification or deemed competent as per Alberta Health Services Health Care Aide Certification Assessment Profile.
- Only Health Care Aides as defined above shall be employed as a Health Care Aide.

- 2.17 The following are regulated health professionals, and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*:  
“Licensed Practical Nurse” (LPN) and LPN Educator means a person who is registered as a licensed nurse pursuant to the Health Professions Act and Regulations.  
“Health Care Aide” means an Employee who is currently registered with the CLPNA in accordance with Alberta Health regulations.
- 2.18 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.19 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.20 "Local" means a Local of AUPE.
- 2.21 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.22 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Monday and ends on Sunday.
- 2.23 "Vacation" shall mean annual vacation with pay.
- 2.24 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the thirty-first (31st) day of December of the following same calendar year.
- 2.25 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.26 "Union" shall mean 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.
- 2.27 "Transfers" means a permanent or temporary movement from one place to another place in the Centre.
- 2.28 "Program" means the delivery of continuing care dependent on a group of health care professionals who systematically provide personal and population -based long term and supportive living preventative, curative, rehabilitative, mental health and or palliative/ hospice care services.
- 2.29 "Neighbourhood(s)" means a specific defined geographic area or unit(s) in the Centre.

### **ARTICLE 3**

#### **UNION RECOGNITION**

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.



3.02

### JOB SECURITY

- (a) Persons or Employee(s) whose jobs or work are not in the bargaining unit, including Registered Nurses (RNs) and other excluded office staff shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit Employee or reduce the hours of work or pay of any Employee; and
- (b) “Emergency” means a serious, unexpected and often dangerous situation requiring immediate action.  
  
An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- (c) The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) where it results in the layoff or reduction of hours of work, or displacement of a regular employee or reduction of the total compensation of a regular employee in the bargaining unit.

3.03

### EMPLOYMENT OF STUDENTS

Any student employed under this collective agreement or any other provision like work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

3.04

No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this agreement.

3.05

### UNION REPRESENTATION

For the purposes of this agreement, the union shall be represented by:

- (a) Officers who are members of the local who are elected or appointed by the Employees to act on their behalf, and
- (b) the President of the Union, or Officers or Staff Members of the Union designated by the President, in writing pursuant to the Union’s constitution, to perform specific functions pertaining to this agreement.

The Union shall provide the Employer with a current list of Officers and Union Representatives on an annual basis.

3.06

The Employer shall provide an exclusive bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees.

It is not the intention of the Union to post anything objectionable to the Employer.

The Employer shall not post anything on the exclusive union bulletin boards.

3.07

- (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

- (b) An Employee shall have the right to wear the Union lapel pin/button during working hours.

The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to the Dress Code Article of this Collective Agreement.

- (c) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of Human Resources or her designate.
- (d) Union membership meetings may be held on Employer premises subject to the approval of the Employer.

### 3.08 UNION STEWARDS

The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.

- 3.09 A current list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager.

### 3.10 UNION REPRESENTATIVE LEAVE

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.
- (d) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

3.11 NEGOTIATIONS

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable and all other accruals and entitlements paid to the employee) and without loss of seniority in order to prepare for and participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits, plus a reasonable administrative fee.

**ARTICLE 4**  
**UNION MEMBERSHIP AND DUES DEDUCTION**

4.01 All Employees have the following rights:

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

4.02 All Employees shall be required to pay Union Dues as a condition of employment. The Employer shall, therefore, deduct from each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

- 4.03
- (a) Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.
  - (b) Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.

4.04 The dues structures of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

4.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.

- 4.06
- (a) The deduction remitted must be accompanied by a list specifying the following:
    - the Employee's name;
    - identification number;
    - status (Full-time, Part-time, Casual);

- classification (job title);
  - date of hire; and
  - the amount of deduction for each Employee and the amount of the Employee's bi-weekly earnings.
  - mailing address including postal code;
  - electronic mail address (when known);
  - department;
  - hourly rate(s) of pay; and
  - floor, unit, shift.
- (b) The Employer shall supply a copy to the Union, of the master rotation identifying the FTE of each employee at least four times (4X) per calendar year or upon request by the Union based upon special circumstances.

#### **ARTICLE 5**

#### **MANAGEMENT RIGHTS**

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

#### **ARTICLE 6**

#### **NO DISCRIMINATION / HARASSMENT**

- 6.01 The Employer, the Union and the Employees are committed to a safe and respectful workplace, where discrimination and harassment are not tolerated and diversity is recognized and respected.
- 6.02 Discrimination
- (a) There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, color, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical disability, mental disability, ancestry, place of origin, source of income, family status or any other prohibited grounds as provided in the *Alberta Human Rights Code*;

- (b) Nor by reason of membership or non-membership or activity in the Union;
- (c) Nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.03 Harassment / Bullying

There shall be no unwelcome physical or verbal conduct by either party that demeans, belittles, or causes personal humiliation or embarrassment. Normal disciplinary measures shall not constitute harassment.

6.04 Sexual Harassment

There shall be no verbal or physical conduct of a sexual nature by either party.

6.05 DIVERSITY RECOGNITION

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except while on rest and meal breaks and other unpaid time, where Employees may speak any language or as otherwise required for the care of the resident.

6.06 PROTECTION OF PRIVACY AND ACCESS TO PERSONAL INFORMATION

The Parties recognize that employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

Surveillance Cameras

Surveillance cameras and related equipment may not be installed or be used in employee-occupied areas during normal working hours by the resident(s), family(s) or guardian(s) without the knowledge of the Employees in the areas and of the Union.

Surveillance cameras and related equipment shall not be used in employee-occupied areas during normal working hours without the knowledge of the Employees in the areas and of the Union.

6.07 WORKLOAD

An Employee shall have the right to file a written complaint regarding her workload. Workload complaints shall be filed directly to the manager, or designate, who shall meet with the Employee and a representative of the Union, if so desired by the Employee, to discuss and resolve the specifics of the complaint.

**ARTICLE 7**  
**IN-SERVICE PROGRAMS**

- 7.01
- (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for all Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.
  - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

- 7.02 (a) Employees who, with the prior approval of the Employer, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (b) Employees required to attend such programs, on days off, shall be paid their regular or overtime rate of pay for attendance.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

- 8.01 An Employee shall serve a probationary period of four hundred and eighty (480) hours worked or six (6) calendar months (whichever comes first) for each period of continuous employment not interrupted by termination or dismissal. The probationary period may be extended for a period up to an additional four hundred and eighty (480) hours worked, exclusive of overtime hours worked. During the probationary period the Employee may be terminated subject to:
- (a) notice; and
- (b) pay (as required by the Employment Standards Code); and
- (c) shall not be subject to the grievance procedure as described in the collective agreement.
- 8.02 The Employer shall provide a paid orientation period for all new Employees that includes:
- (a) an orientation to the Site and the Unit with at least three (3) shifts “on the floor” under guidance including specific unit assignment orientation (eg. dementia, mental health, hospice etc.), and including medication administration orientation as appropriate to the position;
- (b) A Corporate based orientation to the Employer’s organization as determined by the Employer, which will include information and the Employer will distribute documentation outlining eligibility and registration for Health Benefits and Insurance, Retirement Savings Plan (RSP); and
- (c) Sufficient orientation for new employees to equip them for their work. During this period, the Supervisor will ensure that the new Employee is provided with appropriate support to properly orient them to the position. Additional orientation requested by an Employee will not be unreasonably denied.

**ARTICLE 9**  
**SENIORITY**

- 9.01 (a) A Regular Employee’s Seniority Date shall be the date on which a Regular Employee’s continuous service in the Seton Centre’s employ (including all periods of employment prior to certification) and commenced within the bargaining unit, including all prior periods of service as Casual, Temporary or Regular Employee contiguous to present regular employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 9.01.
- 9.02 Seniority shall be considered in determining:
- (a) Preference of vacation time in Article 21: Annual Vacation.

- (b) Layoffs and recalls, subject to the provisions specified in Article 29: Layoff and Recall.
- (c) Promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments, Transfers and Promotions.
- (d)
  - (i) The selection available rotations by Employees on a program, unit, floor or 'neighbourhood' affected by a new master rotation (changes to shifts, shift cycles or shift patterns) that does not change an Employee's Full-time equivalency (FTE), status, position or does not change an Employee's Full-time equivalency or employment status or position; and
  - (ii) shall include short-term movement or permanent movement from one place (unit) to another place (unit) in the facility;
- (e) The offering of casual shifts or any other available shifts or additional shifts/hours of work subject to the provisions specified in Article 12- Hours of Work and Article 34: Casual Shifts.

9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of eighteen (18) 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 29.07.

9.04 The Employer will post on the Bulletin Board provided pursuant to the provisions of Article 34, a seniority list containing the name and seniority date of each regular and temporary Employee in chronological order. The seniority list will include the names of each casual Employee for information purposes.

The seniority list will be updated by the Employer not less frequently than every six (6) months. Copies of said seniority lists will be provided to the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

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

9.06 Same Seniority Dates

Effective within 60 days of the date of ratification in preparation for the initial posting of the seniority list, and in the event seniority dates are the same for more than one employee, the tie will be broken by the affected employees drawing numbers, 1- 50. The Employee who draws the highest or higher number(s) becomes the most and more senior of the employees tied in seniority for all applicable applications of the collective agreement.

The parties mutually agree on the process for 'who draws first'.

**ARTICLE 10**  
**PERFORMANCE APPRAISALS**

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Seton Seniors' Community.
- The performance appraisal system is an ongoing process of communication and support in accomplishing the objectives of the Seton Seniors' Community.
- The ongoing process provides feedback, constructive accountability, and support to achieve outcomes by clarifying expectations, setting objectives, identifying goals, providing constructive feedback and reviewing results.
- 10.02 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 10.03 PERSONNEL FILE
- By appointment made at least one (1) working day in advance, excluding weekends and holidays, an Employee may have reasonable access to view his/her personnel file at Seton Seniors' Community and in the Human Resource Office. An Employee may be accompanied by a Union representative when viewing her personnel file.
- Subject to the provisions of the *Alberta Personal Information Protection Act, R.S.A. 2003, c. P-6.5*, an Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.
- 10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.
- 10.05 The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit.

**ARTICLE 11**  
**APPOINTMENTS, TRANSFERS, AND PROMOTIONS**

- 11.01 Employer shall post within the Centre notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications and or competencies required;
  - (b) employment status (Regular, Temporary or Casual);
  - (c) classification and master rotation/ shift pattern (line #) and FTE;
  - (d) wage range as per Collective Agreement;
  - (e) if Temporary, the anticipated duration of such position; and
  - (f) number of hours per shift based upon master rotation.



A copy of all postings shall be forwarded to the Union (Chapter Chairperson).

11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre as the Employer may designate.

11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.

11.04 (a) For vacancies within the bargaining unit the Employer shall give first preference to qualified applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit. Regular and temporary Employees shall be given preference over casual Employees and external applicants.

(b) In filling a new position or vacancy, appointments shall be made on the basis of skills, training and knowledge of the applicants. Where, in the opinion of the employer, the skills, training and knowledge of two or more applicants are equal, the appointment will be made on the basis of seniority. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description including acceptable performance.

(c) Subject to Article 11.04(a), Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.

11.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.

11.06 At time of hire or transfer, or change of hours in accordance with Article 12 - Hours of Work, or change of status in accordance with the collective agreement, all Employees shall receive a letter, which shall include the following:

- (a) status (Regular, Temporary or Casual);
- (b) classification and FTE;
- (c) number of hours per shift based upon master rotation;
- (d) date of hire and transfer (if applicable); and
- (e) rate of pay (increment step).

11.07 TRIAL PERIOD

Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty-eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavor to reinstate the Employee in her former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of her former position.

- 11.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected by the Parties statutory obligations to accommodate placement.
- 11.09 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- 11.10 When an Employee is requesting a change in status, for example an Employee requesting a change of status from part time to casual status; the Employer shall make reasonable efforts to place the Employee with the goal no employee shall be denied ongoing employment as a result.

**ARTICLE 12**  
**HOURS OF WORK**

- 12.01 (a) Regular hours of work for the Full-Time Employees in the HCA, RTA, and PTA classifications exclusive of meal periods shall be:
- (i) seven point five (7.5) consecutive hours per day;
  - (ii) thirty seven point five (37.5) hours per week averaged over one cycle of the shift schedule.
- (b) Regular hours of work for the Full-Time Employees in the LPN classification exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
  - (ii) thirty eight point seven five (38.75) hours per week averaged over one cycle of the shift schedule.
- 12.02 (A) Regular hours of work for the Full-Time Employees in the HCA, RTA, and PTA classifications shall be deemed to:
- (a) include, as scheduled by the Employer, either
    - (i) two paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5) hours, or
    - (ii) one paid rest period of thirty (30) minutes during each full working shift of seven point five (7.5) hours, if this is more compatible with scheduling of work assignments, and
    - (iii) the alternative to be applied shall be at the discretion of the Employer.
  - (B) Regular hours of work for the Full-Time Employees in the LPN classification shall be deemed to:
    - (a) include, as scheduled by the Employer, either
      - (i) two paid rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours, or

- (ii) one paid rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments, and
  - (iii) the alternative to be applied shall be at the discretion of the Employer.
- (C) Regular hours of work for Full Time Employees in all classifications shall be deemed to:
  - (a) include, as scheduled by the Employer, one paid rest period of fifteen (15) minutes during each half shift of not less than four (4) hours.
  - (b) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
  - (c) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay;
  - (d) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at one point five (1.5x) her basic rate of pay rather than at straight time; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.02, at one point five (1.5x) her basic rate of pay rather than at straight time; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one point five (1.5x) her basic rate of pay.

12.04 Shift schedules/rotations shall provide for:

- (a) HCA, RTA, and PTA: at least fifteen (15) hours off duty between shifts;
- (b) LPN: at least fifteen point five (15.5) hours off duty between shifts;
- (c) a minimum of one (1) weekend off in a three (3) week period; or
- (d) Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 11 - Appointments, Transfers and Promotions. A weekend only schedule / rotation shall mean a Saturday and the following Sunday. All provisions of the collective agreement shall apply except for Article 12.04 (b);
- (e) "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (f) An Employee shall not be scheduled to work more than six (6) consecutive days.

- 12.05 (a) The Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day, the seven (7) days of the week and will be expected to work the shifts and locations they are assigned.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-three hundred (23:00) hours and zero seven hundred (07:00) hours.
- 12.05 (a) Employees may exchange shifts among themselves provided that:
- (i) the exchange is agreed to, in writing (UKG), between the affected Employees; and
- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor. Such exchange shall not result in the payment of overtime.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing (UKG)
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12.07 Other than for reasons of 12.06 or approved absences, employees are expected to work their assigned rotation or shifts. Shifts may not be given away or otherwise assigned to another employee.
- 12.08 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay.
- 12.10 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.11 Where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at one point five (1.5x) for all hours worked on what should otherwise have been her off duty days. The fourteen (14) calendar days' notice shall not apply where the necessity to change scheduled days off are the result of an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- 12.12 If, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of one point five (1.5x) basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given. The fourteen (14) calendar days' notice shall not apply where the necessity to change the posted schedule are the result of an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

- 12.13 Flexible Hours of Work
- (a) Recreation Activity Employees may work flexible hours and receive time off in lieu of flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off.
  - (b) The Employee shall be paid for the time taken off in place of flexible hours at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- 12.14 Offering Casual Shift (not on the proposal but different title: Staffing Replacement)
- 12.15
- (a) A Regular Part-time Employee may, on a monthly basis or at such longer periods as directed by the Employer, submit in writing (electronically) their willingness to pick up additional shifts and their availability for such shifts.
  - (b) The Employer may schedule or offer additional shifts to Part-time Employees, who have given their availability in writing.
  - (c) Where there are available additional shifts or hours of work, the Employer shall first distribute the additional shifts or hours of work by classification to Regular Part-Time Employees on the basis of seniority; and
  - (d) after exhausting the part-time employee list, second to Casual Employees by classification on a fair rotational basis amongst casual employees.
- 12.16 In other words, by classification means LPNs shall be offered LPN shifts and hours of work including overtime, HCAs shall be offered HCA and companion shifts and hours of work including overtime and other classifications shall not be offered available shifts or hours of work outside their classification in order to avoid the payment of overtime, without the mutual agreement of the Union and the employees.

### **ARTICLE 13** **OVERTIME**

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of the normal full time hours per day, or in excess of eighty-eight (88) bi-weekly hours for the classification per pay period, or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 Overtime rate of one point five (1.5X) the applicable basic rate of pay shall be paid for overtime hours worked.
- Overtime pay is mandatory and cannot be waived by an employee.
- 13.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a 24-hour period beginning at the first hour the Employee reports to work.

- 13.04 Upon request, overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Such accumulation shall not exceed eighty (80) hours each calendar year.

Time off not taken by the last pay period end date in the month of March in any given year shall be paid out unless otherwise mutually agreed by the Employee and the Employer.

#### **ARTICLE 14** **SALARIES**

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

- 14.02 An Employee's basic rate of pay must be advanced to the next higher basic rate of pay following the completion of the regular hours of work indicated in the Salary Schedule (**every 1007 hours**) to the maximum increment granted for Employees.

Hours worked counted towards an Employee's next increment include hours worked or paid:

- (i) regular time;
- (ii) relief, extra or casual shifts;
- (ii) overtime;
- (iii) orientation and education;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days; and
- (vii) all paid absences;

- 14.03 TRANSFERS

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

- 14.04 When an Employee is transferred to a classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.

- 14.05 RECLASSIFICATIONS

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

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

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

- (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.
- 14.07 When a new classification is created under Article 14.06 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Article 33.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 14.08 **RECOGNITION OF PREVIOUS EXPERIANCE**
- When an Employee has experience satisfactory to the Employer, her starting salary shall be adjusted by applying the following formula as follows:
- All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
- Additional time worked, measured in monthly units and not credited for the purposes on initial placement on the salary scale, shall be applied towards the calculation of the next increment.
- 14.09 **PAYMENTS**
- Employees required by the Employer to attend any mandatory or staff meetings, in service training and committee meetings (except as provided in Article 31.01) shall be paid a minimum four (4) hours at the applicable rate of pay for attendance at such meetings.
- 14.10 There shall be no pyramiding of differentials or premiums for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 14.11 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 14.12 **STATEMENT OF WAGES**
- The Employer shall, on every payday, provide to each employee a statement of wages of her pay period stating the gross amount and the net pay amount being deposited, the worked hours, rate(s) of pay, premium pay and all voluntary and statutory deductions for the pay period and for the year to date and sick leave credits used within the pay period and accumulated balance; other leave hours used within the pay period and accumulated balance; and vacation hours taken within the pay period and accumulated balance. (Kronos)
- The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.
- Where the Employer provides such statements electronically, they will provide information to employees on how to access their information.
- 14.13 **OVERPAYMENT**
- Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. 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.

14.14 UNDERPAYMENT

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options. The monetary or entitlement adjustments shall be made within two (2) pay periods.

14.15 MEDICATION ADMINISTRATION PAY

A Health Care Aide assigned by the Employer to administer medications shall receive an additional two dollars (\$2.00) per hour.

The Employer reserves the right to determine which Employees will administer medications and will give consideration to those Employees who express interest in participation in this program.

14.15A When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification.

When an Employee is required temporarily to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

**ARTICLE 15**  
**NOTICE OF SUBCONTRACTING**

15.01 The Employer agrees that it is not the intention to contract out any work. However, should the Employer find it necessary to contract out work presently performed by members of the bargaining unit, Employees so displaced will be allowed to exercise their seniority rights subject to Layoff and Recall articles.

15.02 The Employer will advise the Union one hundred and twenty (120) days in advance pending contracting out or if there is intention to sell the business.

15.03 The Employer will make every effort to have affected Employees transferred with the contract to the new Employer.

**ARTICLE 16**  
**SHIFT DIFFERENTIAL**

16.01 Evening Shift

A Shift Differential for the LPN classification will be paid \$2.75 per hour effective the first pay period after ratification; and

For the HCA classification will be paid \$1.75 per hour and increased to \$2.25 per hour effective the first pay period after ratification; and

Effective 90 days subsequent to ratification, the HCA classification will be paid \$2.75 per hour;



Shall be paid to Employees, for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

16.02 Night Shift

A Shift Differential of LPN be paid \$5.00 per hour; and

For the HCA classification will be paid \$2.50 per hour, and

HCA be paid \$3.75 per hour effective 3 months subsequent to ratification;

HCA be paid \$5.00 per hour effective 6 months subsequent to ratification;

Shall be paid to Employees, for all hours worked between twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours.

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

16.05 An Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

**ARTICLE 17**  
**WEEKEND PREMIUM**

17.01 WEEKEND PREMIUM

A Weekend Premium of three dollars and twenty five cents (\$3.25) per hour shall be paid to Employees, for all hours worked in the period commencing fifteen hundred (1500) hours on a Friday to Monday at zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours on a Friday to Monday at zero seven hundred (0700) hours.

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

17.03 An Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

**ARTICLE 18**  
**RESIGNATION AND TERMINATION**

18.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment.

18.02 Vacation Pay on Termination

An Employee who resigns shall receive wages and vacation pay to which she is entitled, at the Employee's regular earnings rate to the date of termination.

18.03 An Employee shall return any company property distributed for the purpose of doing their assigned work.

**ARTICLE 19**  
**TRANSPORTATION**

- 19.01 Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense including the cost of a taxicab from the Centre to their place of residence.
- 19.02 Where a regular Employee is assigned duties necessitating the use of the Employee's automobile, the Employee shall be reimbursed at the rate of forty-four cents (\$0.44) per kilometer.

**ARTICLE 20**  
**NAMED HOLIDAYS**

- 20.01 (a) Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- |   |                  |
|---|------------------|
| New Year's Day                            | Labour Day       |
| Alberta Family Day                        | Thanksgiving Day |
| Good Friday                               | Remembrance Day  |
| Victoria Day                              | Christmas Day    |
| Canada Day                                | Boxing Day       |
| August Civic Holiday (Heritage Day)       |                  |
| National Day for Truth and Reconciliation |                  |

In addition to the foregoing Named Holidays, Employees who are employed in the LPN classification on or before July 1st in any year shall be granted one (1) additional holiday as a "floater" in that year at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee's Basic Rate of Pay.

- (b) and any day proclaimed to be a holiday by
- (i) the Government of the Province of Alberta and/or
  - (ii) the Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

- (c) Any of the following faith based named holidays:
- Good Friday
  - Christmas Day

may be exchanged within the same calendar year for any religious holiday of ones' own faith at the request of the Employee. The Employee shall provide at least twenty-one (21) calendar days' notice of the request.

- 20.02 Notwithstanding the foregoing, while:
- (a) on layoff; or
  - (b) in receipt of compensation from the Workers' Compensation Board; or
  - (c) on other leaves of absence with pay in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Named Holidays.

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

- (a) Worked for the Employer for at least thirty (30) days in the year before the general holiday;
- (b) Worked their last scheduled shift before, and the first scheduled shift after the holiday except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
- (c) Worked on the Holiday when scheduled or required to do so.

20.04 An Employee shall not be entitled to payment for a named Holiday or a day off in lieu when the Employee is absent for any reason for more than thirty (30) days except when she is on approved vacation.

20.04 All Eligible Employees as per 20.03 and 20.04 who are:

- (a) Normally scheduled to work on day of the holiday - does not work: The Employee will be paid their regular wages for the day.
- (b) All Eligible Employees as per 20.03 and 20.04 who are:  
Normally scheduled to work on the day of the holiday and does work:
  - (i) The Employee will be paid their average daily wage of pay plus time-and a-half (1.5X) for all hours worked; or
  - (ii) Employee will be paid their regular wages for the day of the holiday and, within three (3) months after the statutory holiday, will be required to take another day off in lieu of the statutory holiday. The replacement holiday will be a day on which the Employee is normally scheduled to work.
- (c) Not normally scheduled, but works on the named holiday: Employee is paid time and a half (1.5X) for all hours worked.
- (d) Ineligible Employee (as per 20.03 and 20.04) who does not work on day of the holiday: Employee is not entitled to receive pay for the holiday nor another day off with pay.

20.06 If a general holiday falls during an Employee's annual paid vacation, and it falls on a day that the Employee would normally have worked, the paid vacation will be extended by one day. Alternatively, the Employee will have the option of taking decreased vacation by one day.

## **ARTICLE 21**

### **ANNUAL VACATION**

21.01 The Parties encourage Employees to plan and utilize vacation entitlements on an annual basis to maintain work/life balance in the interests of the Employee(s).

21.02 Definition:

For the purpose of this Article:

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

- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of the pay period after January 1 in each calendar year and concluding on the pay period following the thirty-first (31<sup>st</sup>) day of December of the same calendar year.
- (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

#### 21.03

##### Vacation Entitlement

- (a) All full time and part-time employees, during each year of continuous service in the employ of the Employer, shall earn entitlement to a vacation with pay, which can be taken following completion of the probationary period and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;
  - (ii) during the fifth (5<sup>th</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty (20) working days; and
  - (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty- five (25) working days; and
  - (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.
- (c) Employees with less than a year of service  
An Employee who has less than one (1) year of service prior to the first (1<sup>st</sup>) 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.
- (d) Vacation Earning  
The Employer shall provide each Employee with a bi-weekly report of their vacation accrual in hours.

#### 21.04

- (a) Notwithstanding Article 21.02, vacation with pay shall not accrue during periods while:
  - (i) on layoff; and
  - (ii) in receipt of compensation from the Workers' Compensation Board; and
  - (iii) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

#### 21.05

##### Time of Vacation

- (a) As far as possible, Regular Full-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer.

The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of and July 1<sup>st</sup> of each year.

Where an Employee submits their vacation preferences twice per year by March 15<sup>th</sup> and September 15<sup>th</sup> of that year, the Employer shall indicate approvals or denial of that vacation request by April 30<sup>th</sup> and October 30<sup>th</sup> of the same year.

Period 1

Vacation Requested for May, June, July, August, September, October;  
Deadline for Vacation Submission – March 15<sup>th</sup> and approvals will be confirmed by April 30<sup>th</sup>;

Period 2

Vacation Requested for November, December, January, February, March, April;  
Deadline for Vacation Submission – September 15<sup>th</sup> and approvals will be confirmed by October 30<sup>th</sup>;

Nothing prevents an Employee from requesting vacation for period 2 during period 1, and seniority cannot be used later to change an other Employee's approved vacation.

- (b) Staff requesting either Christmas Day or New Year's Day off will be granted on a rotating schedule from year to year,
- (c) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (d) A Regular Employee shall have the right to utilize vacation credits provided that the utilization does not exceed the total vacation earned by the Employee at the time of taking vacation.
- (e) Regular Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Regular Employees may carry forward one (1) week of accrued vacation into the following year.  
They are required to utilize all other accrued vacation credits (beyond the one) before the end of each year - December 31st.
- (f) Any unused vacation credits beyond one (1) week will be scheduled by mutual agreement.
- (g) The Employer shall advise the Employee within ten (10) days of a vacation request outside (a) and (b) above confirming approval or denial.

21.06 An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager. A request to carry forward unused vacation credits shall not be unreasonably denied.

21.07 The Employer and Employee may mutually agree to cancel and reschedule approved vacation.

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.

The Employer shall advise an Employee of her accrued vacation entitlements on her biweekly pay statements.

**ARTICLE 22**  
**EMPLOYEE BENEFITS PLAN**

22.01 LPN Classification

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

22.02 The Employer will establish and provide the following benefit plans for all classifications:

- (a) A Supplementary Benefits Plan, which provides eighty percent (80%) payment provision for all physician or dentist prescribed medication and Paramedical coverage to a maximum of three hundred dollars (\$300) per practitioner per benefit year.
- (b) A benefits plan inclusive of:
  - (i) Group Life Insurance, insuring to the amount of three times (3X) annual salary with a maximum of one hundred thousand (\$100,000) dollars.
  - (ii) Accidental Death and Dismemberment (Basic).
  - (iii) A Dental Plan, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Dental Fee Guide or equivalent. A maximum annual reimbursement of fifteen hundred dollars (\$1500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1500) per insured person.
  - (iv) Vision Care (\$450/ every two (2) years).

22.03 Enrolment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen point five (15.5) hours per week averaged over one (1) complete cycle; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen point five (15.5) hours per week averaged over one (1) complete cycle of the shift schedule shall be facilitated

22.04 The premium costs shall be paid seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.

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

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

22.07 The Employer shall notify the Union of any changes to the health benefit plans.

- 22.08 The Employer shall advise the Union of all premium rate changes.
- 22.09 The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.

**ARTICLE 23**  
**SICK LEAVE**

- 23.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 23.02 After an Employee has completed their probationary period the Employee shall be allowed a credit for sick leave from the date of employment at the rate of twelve (12) hours for every one hundred and seventy-three (173) paid hours to a maximum credit of six hundred and twenty (620) hours. Provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. In the case of:
- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) Periods while in receipt of compensation from the Workers' Compensation Board;
- sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.
- 23.03 (a) Employees reporting sick shall advise the Employer as soon as possible but at a minimum of two (2) hours prior to the start of her day or evening shift and (4) hours prior to the start of her night shift. An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.
- (b) No Employee shall be responsible for replacing themselves when off work due to illness.
- (c) The right to sick pay shall cease upon notification of resignation or termination.
- 23.04 Subject to Article 23.01, 23.02 and 23.03 above, an Employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

- 23.05 Employees shall be required to substantiate (prognosis only), in the form prescribed by the Employer, any claim for each single event sick leave in excess of three (3) consecutive days. The Employer may require a doctor's certificate (prognosis only) for one (1) or more days absence, but such requirement shall not be unreasonably imposed.
- The Employer will accept substantiation or certification from a medical doctor or nurse practitioner.
- The Employee shall be reimbursed for the full fee and all costs incurred by the Employee for submitting satisfactory proof of any claim for sick leave.
- 23.06 When an Employee has accrued the maximum sick leave credit she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits.
- 23.07 Upon request of an Employee, but not more frequently than twice a year, the Employer shall advise an Employee of her accrued sick leave credits. The Employee shall give the Employer not less than one (1) days' notice (excluding weekends and holidays).
- 23.08 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
  - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
  - (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer;
  - (d) days on which the Employee is absent from work or at work while attending Union activities or Union business.
- 23.09 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 25.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work.
- (a) If the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to her disability.
  - (b) If the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
  - (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
    - (i) is not capable of resuming work pursuant to section (a), or
    - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,



it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

23.10 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11 - Appointments, Transfers and Promotion, Article 12 - Hours of Work and Article 26 - Part-time Employees.

23.11 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at a Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of her sick leave entitlement upon termination.

23.12 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 24.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work.

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

The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11 - Appointments, Transfers and Promotion, Article 12 - Hours of Work and Article 26 - Part-time Employees.

**ARTICLE 24**  
**WORKERS' COMPENSATION**

- 24.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board.
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 23: Sick Leave; during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (i) the Employee has Sick Leave credits available; and
  - (ii) the Employee meets the eligibility requirements for Sick Leave; and
  - (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for Sick Leave, once the WCB claim is approved. The Employer will then reinstate the Employee's Sick Leave credits to the appropriate level. After the money for Sick Leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Workers' Compensation Board.
- 24.02 An Employee receiving compensation benefits under Article 24.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits (prepaid meaning the Employee continues to pay their cost share amount of the premium);
  - (b) cease to earn Vacation and Sick Leave credits subject to Articles 21.04 and 23.02;
  - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 24.03 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 her former position, shall provide the Employer with twenty-eight (28) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.
  - (b) incapable of performing the duties of her former position but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability;

- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 22: Employee Benefits Plans or Article 23: Sick Leave.
- 24.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 26: Regular Part-time Employee.
- 24.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:
  - (a) an Employee who is not capable of resuming work pursuant to Article 24.03(a); or
  - (b) for whom, after a reasonable effort having been made pursuant to Article 24.03 (b), alternate employment is not available,
 it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:
  - (a) this Agreement;
  - (b) any applicable law of Canada;
  - (c) any applicable law of Alberta.
- 24.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

## **ARTICLE 25**

### **LEAVES OF ABSENCE**

- 25.01 General Conditions
  - (a) Requests for a leave of absence, without pay or benefit of Employer health benefit plan contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstance the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of general leaves of absence is subject to operational requirements and the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
  - (b) For the purposes of this Article, Leaves of Absence shall not be granted, nor continued, for the purpose of working for another employer except for instances of volunteer work.
  - (c) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in the Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the Payroll Department for the full amount of the premiums. Failure to remit the full payment required above, reinstatement in any and all plans

shall be subject to the enrolment and other requirements of the underwriter.

- (d) An Employee who has been granted leave of absence and overstates the leave without permission of the Employer shall be considered to have resigned their employment with the Employer; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of the Employee's leave of absence.
- (g) When an Employee is on leave of absence without pay and is receiving WCB benefits, the Employee may continue participation in the Employee health benefit plan for the period of the Employee's employment pursuant to 26.02 by continuing their cost share payment.
- (h) When an Employee is on leave of absence without pay and is receiving WCB benefits, the Employee may continue participation in the Employee health benefit plan for the period of the Employee's employment pursuant to 26.02 by continuing their cost share payment.
- (i) All Employees returning early from a leave of absence in excess of thirty (30) days shall provide a minimum of fourteen (14) days written notice.

## 25.02

### Maternity Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the thirteen (13) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.
- (b) Leave may start with shorter notice when the Employee is medically unable to continue to perform her duties.
- (c) Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave. Maternity Leave shall not exceed sixteen (16) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (d) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

## 25.03

### Parental / Adoption Leave

An Employee who has completed ninety (90) days continuous employment shall upon their written request be granted an unpaid leave for up to sixty two (62) weeks without pay within the seventy eight (78) weeks of the child's birth.

- (a) An Employee on maternity leave or adoption / parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice, in writing of their readiness to return to work, following which the Employer will reinstate them in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date they commenced leave.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) In the event that during the period of an Employee's Parental / Adoption Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's Parental Leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 29.04.
- (d) Parental / Adoption leave described above may be taken wholly by one of the parents or shared by both parents.
- (e) If two (2) Employees are parents to the same child. The Employers is not required to grant parental leave to more than one (1) Employee at a time.

25.04

#### Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Stepparent, stepchildren, stepbrother, and stepsister shall be considered as members of the Employee's immediate family. For the first three (3) working days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional working days. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer shall grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when the Employee is entitled to that bereavement leave.
- (d) If required, the Employer shall be responsible for replacement

25.05

A Full-Time Employee who is employed in all classification on July 1st in any year is eligible to one (1) Wellness Day with pay to be taken within the next twelve (12) months.

- 25.06      **Family Responsibility Leave**
- Each calendar year, each Regular and Temporary Employee shall be entitled to five (5) Family Responsibility Leave days, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention.
- For each of the Family Responsibility Leave days with pay, the Employee shall use either a vacation day with pay, a banked day with pay in lieu of a Named Holiday or banked overtime or unpaid leave of absence subject to the Employer's prior approval.
- Wherever possible, one (1) weeks notice shall be given unless in the event of an emergency.
- "Immediate Family" shall mean the parents of the Employee, the Employee's spouse or dependent children.
- An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Family Responsibility Leave.
- 25.07      **Compassionate Care Leave**
- (a)      When an Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within twenty-seven weeks, the Employee shall be entitled to job protected leave of absence without pay for up to twenty-seven (27) weeks for the purpose of providing care or non-primary care to a gravely ill or dying family member.
- (b)      Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e), common law partner or child including parent or child of the spouse or common law partner in accordance with the compassionate care benefit under *Employment Insurance legislation*.
- 25.08      **Critical Illness of a Child Leave**
- Employees will be granted unpaid leave up to 36 weeks of job protection for parents of critically ill or injured children in accordance with Employment Insurance (EI) legislation.
- 25.09      **Death or Disappearance of a Child Leave**
- Employees will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with Employment Insurance (EI) legislation.
- 25.10      **Domestic and Sexual Violence Leave**
- An employee who requires time off shall be granted job protected domestic and sexual violence leave without pay up to ten (10) days for one or more of the following purposes:
- (a)      to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence.
- (b)      to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency.

- (c) to obtain psychological or other professional counseling for the employee or the employee's child in respect of the violence.
- (d) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely.
- (e) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

25.11 Education Leave

- (a) A leave of absence without pay and benefits may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education or exchange programs.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

25.12 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

25.13 Citizenship Ceremony Leave

Employees will be grant unpaid leave for employees to attend a citizenship ceremony in accordance with *Employment Standards Code*.

25.14 With respect to the Employment Standards statutory job protected leaves listed above, in order to qualify for these leaves , the employee must meet the eligibility requirements of the Employment Standards Code. Employees may be required to submit to the Employer satisfactory proof demonstrating the need for these leaves.

25.15 A Regular Employee shall continue to be covered according to the Health benefit plan and policy conditions throughout the period of the Employment Standards statutory job protected leaves listed above . The Employee shall be responsible for the full payment of all premiums.

**ARTICLE 26**  
**REGULAR PART-TIME EMPLOYEES**

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

Article 12 - Hours of Work

Article 13 – Overtime

Article 21 - Annual Vacation

Article 23 - Sick Leave

Which are superseded by the following:

26.02 Hours of Work

- (a) Regular hours of work for employees in the HCA, RTA, PTA classifications, exclusive of meal periods, shall be up to seven point five (7.5) consecutive hours in any day and shall be less than thirty-seven point five (37.5) hours per week, averaged over one cycle of the shift schedule.

- (b) Regular hours of work for employees in the LPN classifications, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one cycle of the shift schedule.

26.03

Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
  - (i) two (2) paid rest periods of fifteen (15) minutes during each full working shift; or
  - (ii) one (1) paid rest period of thirty (30) minutes during each full working shift, if this is more compatible with the scheduling of work assignments, and;
  - (iii) the alternative to be applied shall be at the discretion of the Employer; or
- (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;
- (d) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay;
- (e) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at one point five (1.5x) her basic rate of pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.02, at one point five (1.5x) her basic rate of pay rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one point five (1.5x) her basic rate of pay.

26.04

Shift schedules shall be posted two (2) weeks in advance or such shorter period as is mutually agreed between the Employer and representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

26.05

Shift Schedules

Shift schedules/rotations shall provide for:

- (a) at least fifteen point five (15.5) hours off duty between shifts; and
- (b) a minimum of one (1) weekend off in a three (3) week period; and
- (c) The Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 11 - Appointments, Transfers and Promotions.



A weekend only schedule / rotation shall mean a Saturday and the following Sunday.

All provisions of the collective agreement shall apply except for Article 25.05(c)

“Weekend” means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

26.06 Employees required to Work

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day, the seven (7) days of the week and will be expected to work the shifts and locations they are assigned.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-three hundred (23:00) hours and zero seven hundred (07:00) hours.

26.07 Shift Exchange

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee’s immediate supervisor.Such exchange shall not result in the payment of overtime.
- (b) Where such a request is made in writing, the Employer’s reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

26.08 Reporting Pay

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

26.09 A Regular Part-time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

- 26.10 (a) A Part-time Employee may work additional shifts.
- (b) Where a Part-time Employee accepts additional shifts, she shall be paid her basic rate for such hours, or if applicable, the overtime rate(s) provided in Article 25.12:
  - (i) for those hours worked in excess of normal daily hours in a day; or
  - (ii) for work performed by the Employee on days in excess of the hours of work referred to in Article 25.02.

26.11 Change in scheduled shift

Where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at one point five (1.5X) for all hours worked on what should otherwise have been her off duty days. The fourteen (14) calendar days' notice shall not apply where the necessity to change scheduled days off are the result of an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

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

## 26.13 Flexible Hours of Work

- (a) Recreation Activity Employees may work flexible hours and receive time off in lieu of flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off.
- (b) The Employee shall be paid for the time taken off in place of flexible hours at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

## 26.14 Overtime

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the normal full-time hours per day, or in excess of eighty eight (88) hours per bi-weekly pay period or on the scheduled days of rest for Part-Time Employees. The Employer shall provide on each unit overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked. Any unapproved overtime shall not be paid.
- (b) No Employee may waive their entitlement to overtime.
- (c) The overtime rate of one point five (1.5X) the applicable basic rate of pay shall be paid for overtime hours worked.

26.15 Annual Vacation

Definition:

“Vacation” means annual vacation with pay.

- 26.16 (a) Regular Part-time Employees employed in the all classifications, shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\text{Hours worked} \times \text{the applicable \% outlined below} = \text{number of hours of paid vacation time to be taken.}$$

- (i) up to one year six percent (6%) of earnings as per Article 21.02;
- (ii) during the first (1st) to fourth (4th) years of such employment an Employee earns a vacation at the rate of six percent (6%) ;

- (iii) during the fifth (5th) to ninth (9th) years of employment, an Employee earns a vacation at the rate of eight percent (8%); and
  - (iv) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation at the rate of eight percent (10%); and
  - (v) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of ten percent (12%).
- (b) The Employer shall provide on the payroll statement a bi-weekly report of their vacation accrual in hours.
  - (c) Vacation accrued can be taken upon completion of the probationary period.

26.17

#### Time of Vacation

- (a)
  - (i) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year.
  - (ii) Where an Employee submits her vacation preference twice per year by March 15th and September 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th and October 30th of the same year
  - (iii) The Employer shall advise the Employee within twenty-one (21) days of the vacation request outside 26.17(a)(i) confirming approval or disapproval.
  - (iv) A Regular Part-time Employee shall have the right to utilize vacation credits provided that the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
  - (v) Regular Part-time Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Regular Part-time Employee may carry forward one (1) week of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the one week) before the end of each year - December 31st.
  - (vi) Any unused vacation credits beyond one (1) week will be scheduled by mutual agreement.
  - (vii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
  - (viii) A request to utilize vacation shall be made in writing to the Employer. The request 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.
  - (ix) 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.

- (x) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.
  - (b) The Employer upon termination of an Employee shall provide the Employee with a written statement of their vacation entitlement.
- 26.18 Sick Leave
- (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act*.
  - (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 26.19
- (a) On completion of the stipulated probationary period a Regular Part-time Employee, employed in all classifications, will receive a credit for sick leave computed from the date her continuous service commenced at the rate one point five (1.5) days per month to a maximum credit of one hundred and twenty (120) days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee.
  - (b) In the case of:
    - (i) illness;
    - (ii) injury;
    - (iii) layoff;
    - (iv) leave of absence;
    - (v) periods while in receipt of compensation from the Workers Compensation Board,
 sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.
- 26.20
- (a) Part-time Employees reporting sick shall advise the Employer as soon as possible but at a minimum of two (2) hours prior to the start of their day or evening shift and four (4) hours prior to the start of their night shift.  
An Employee shall provide updates regularly thereafter as required by the Employer. Failure to provide adequate notice may result in the loss of sick leave benefits for that day of absence.
  - (b) Based on operational requirements, the Employer shall make every reasonable effort to replace Employees who are off work due to illness.
  - (c) No Employee shall be responsible for replacing themselves when off work due to illness.
- 26.21
- Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 26.22 Employees shall be required to substantiate (prognosis only), in the form prescribed by the Employer, any claim for each single event sick leave in excess of three (3) consecutive days. The Employer may require a doctor's certificate (prognosis only) for one (1) or more days absence, but such requirement shall not be unreasonably imposed.
- The Employer will accept substantiation or certification from a medical doctor or nurse practitioner.
- The Employee shall be reimbursed for the full fee and all costs incurred by the Employee for submitting satisfactory proof of any claim for sick leave.
- thirty (30) calendar days.
- 26.23 (a) When a Part-time Employee has accrued the maximum sick leave credits, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.
- (b) An Employee who has accrued sick leave credits under the terms of this Collective Agreement and who then has a decrease in their regular scheduled hours such that their new maximum sick leave entitlement is less
- than the amount the Employee has accrued shall have the excess put in abeyance until such time as the Employee's regular scheduled hours increase.
- 26.24 Upon request of an Employee but not more frequently than twice a year, the Employer shall advise an Employee of their accrued sick leave credits. The Employee shall give the Employer not less than one (1) days' notice (excluding weekends and holidays).
- 26.25 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.
- 26.26 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 25.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and:
- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to them prior to their disability;

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

26.27 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11 - Appointments, Transfers and Promotion, Article 12 - Hours of Work, and Article 26 - Part-time Employees.

#### **ARTICLE 27** **TEMPORARY EMPLOYEES**

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

Employee Benefits Plan, Wellness days for Temporary full time assignments longer than 6 months in all classifications, including July 01 of the year. No full time employees are entitled to more than one wellness day annually.

- 27.02 (a) A Temporary Employee shall not have the right to grieve the termination of their employment if such termination occurs at the end of the period for which they were hired.
- (b) The Employer shall provide at least fourteen (14) calendar days written notice of termination of their temporary position.
- (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to the Layoff and Recall articles, of this Collective Agreement when no longer required in that capacity.

#### **ARTICLE 28** **CASUAL EMPLOYEES**

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

28.02 Hours of Work

- (a) Hours of work for a Casual Employee shall be in accordance with Article 12: Hours of Work provisions

- 28.03 (a) No Casual Employee shall be scheduled except with their consent.

- (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- 28.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels their shift, the Employee shall be paid three (3) hours pay at the Employee's basic rate of pay.
- 28.05 Overtime
- Casual Employees shall be covered under the Overtime article
- 28.06 (a) The basic rate of pay for Casual Employees shall be as outlined in the Salary Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the completion of regular hours of work indicated in the salary schedule to the maximum increment granted for Full-Time Employees.
- (c) There shall be no pyramiding of differentials, premiums for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- (d) Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 28.07 Shift Differential
- Casual Employees shall be covered by the Shift Differential articles.
- 28.08 Weekend Premiums
- Casual Employees shall be covered by the Weekend Premiums article.
- 28.09 Transportation
- Casual Employees shall be covered by Article 19: Transportation
- 28.10 Annual Vacations
- Casual Employees shall be entitled to, in addition to their basic rate of pay, vacation pay in accordance with their classification as per article 20.02, six percent (6%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty-five (25) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of thirty (30) working days.
- 28.11 Dues Deduction
- Casual Employees shall be subject to dues deductions as provided in the Union Membership and Dues Deductions article.

- 28.13 Grievance Procedure  
Casual Employees shall be covered by the Grievance and Arbitration procedure provision of this Collective Agreement.
- 28.14 Appointments, Transfers and Promotions  
(a) Subject to the criteria established in Article 11 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.  
(b) The Employer shall post the name of the successful candidate in accordance with Article 11.05.
- 28.15 Casual Employees who transfer to Regular Full-time or Part-time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:  
(a) vacation entitlement; and  
(b) the total accumulation of regular hours worked for the purpose of incremental advancement
- 28.16 Probationary Period  
Casual Employees shall be covered by Probationary Period article.
- 28.17 Discipline and Dismissal  
Casual Employees shall be covered by the Discipline and Dismissal article.
- 28.18 Casual Employee Termination  
Casual employee(s) who do not accept to work available shift(s) in any three (3) month calendar period shall be terminated unless the Casual employee provides an explanation acceptable to the Employer.

#### **ARTICLE 29** **LAYOFF AND RECALL**

- 29.01 It is the exclusive right of the Employer to:  
(a) establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, and  
(b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.
- 29.02 (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB benefits.  
(b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee not less than fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply



where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

- (c) Where the layoff results from an act of God, fire or flood, the not less than fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed because of the unavailability of the Union representative.
- (f) The Employee, through consultation with the Employer, shall indicate a preference of positions by selecting a position in the same classification and any FTE, which is vacant first, then by selecting to displace the Employee with the least seniority in the same classification and any FTE. Following consultation with the Employee, the Employer may place her in a position within the same classification and FTE.

29.03 Employees who refuse an offer by the Employer of alternate work shall be provided with not less than fourteen (14) calendar days' notice specifying the date on which they will be laid off.

29.04 No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification, who possess the requisites skills, training, knowledge and ability for the available job, who are on layoff.

29.05 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

29.06 Employees affected by temporary layoff may elect to maintain coverage under the contributory plans specified in Article 24: Health Benefits. On the following basis, provided they pay the employer and employee share of the premiums:

- (a) for up to twelve (12) months from the end of the month in which the layoff occurred with respect to the Supplementary Benefits Plan and Dental Plan, and
- (b) up to six (6) months from the end of the month in which the layoff occurred with respect to Group Life Insurance and Accidental Death and Dismemberment, subject to underwriting approval, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected.

- 29.07 Prior to posting vacancies in accordance with Article 11 - Appointments, Transfers and Promotions, employees on recall shall be recalled in order of their seniority to an available position in the same classification and FTE held prior to layoff. Upon acceptance of position through the recall procedure, the employee will have their name removed from the recall list and will no longer have any rights of recall.
- 29.08 The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but, in any event, shall notify the Employer of their intent no later than five (5) days following the delivery date. In any event an Employee must report to work as recalled in no less than ten (10) workdays from the date of recall.
- 29.09 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 29.10 When an Employee is on approved leave of absence, or Worker's Compensation Benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- If the Employee is successful in securing a position through the layoff process they will remain on the aforementioned approved leave of absence, or Worker's Compensation Benefits and the employer will back fill their position on a temporary basis until the employee on approved leave of absence, or Worker's Compensation Benefits returns to work.
- 29.11 Employees who have been reduced in regular hours of work through the application of this Article shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employees previous regular hours. This obligation of offer of casual shifts shall expire on twenty-four (24) months from the date the Employee is reduced in hours or laid off.

### **ARTICLE 30**

#### **DISCIPLINE AND DISMISSAL**

- 30.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal for just cause only.
- 30.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file.
- 30.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 30.04 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.

- 30.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 30.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 30.07 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service from the date the disciplinary measure was invoked, the personnel file will be cleared automatically of any record of the disciplinary action. The automatic clearance shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the one (1) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 30.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 30.09 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 30.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

**ARTICLE 31**  
**OCCUPATIONAL HEALTH AND SAFETY**

- 31.01 The Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union. This committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this committee. An Employee shall be paid her basic rate of pay for attendance at these committee meetings.
- 31.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- 31.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises including working alone and may make recommendations to the Employer in that regard.
- Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made the Union representative may direct that the item be referred to the Senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.

- 31.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 31.05 The Employer shall ensure that a reasonable amount of adequate supplies of protective apparel and equipment (i.e. gloves, gowns, masks, protective eyewear, digital equipment, etc.) are provided to ensure the safety of Employees.
- 31.06 The Employer shall have in place harassment and working alone policies which shall be reviewed annually by the Occupational Health and Safety Committee.

**ARTICLE 32**  
**COPIES OF THE COLLECTIVE AGREEMENT**

- 32.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 32.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 32.03 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters, conditional upon agreement of the cost of printing.
- 32.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement.

**ARTICLE 33**  
**GRIEVANCE PROCEDURE**

- 33.01 **Grievance Procedure**
- The problem resolution process is a grievance and arbitration process that is designed to provide a formal mechanism for the resolution of disagreements that arise between the Employer, Employees and the AUPE. This mechanism is intended to maintain and improve working relationships between the Parties.
- The Parties agree that every effort shall be made by the parties to resolve problems in the workplace through discussion and dialogue at the Centre between the Employer, the Employee and the Union when required prior to initiating a grievance. The Parties agree that complete and full explanation of issues relevant facts and information shall occur during the initial discussions and dialogue at the Centre.
- The process is designed to allow for a timely and thorough investigation and resolution of grievances.
- A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 33.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed in the same manner as outlined in Article 33.05. Any difference affecting more than one (1) employee shall be filed as a group 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 ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.
- (d) A grievance related to the dismissal of a Probationary Employee shall not proceed beyond Step 3 of the Grievance Procedure.

33.02

#### Authorized Representatives

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

33.02

#### Time Limits

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 20: Named Holidays, of this Collective Agreement.

33.04

#### Mandatory Conditions

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

33.05

#### The Grievance Procedure

- (a) Step 1 (Immediate Supervisor)

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

- (b) Step 2 (Director of Care)

- (i) Where an Employee is not satisfied with the response at step 1, from her immediate supervisor, she may submit in writing an individual grievance, at step 2 to the Director of Care or designate within ten (10) days of discussing the grievance with her immediate supervisor in Step 1;

- (ii) If the grievance is a group grievance, it shall be submitted in writing at step 2 to the Director of Care or designate within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance.

The grievance shall be submitted, in writing, stating the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The Director of Care or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting.

The grievance will be responded to, in writing, by the Director of Care or designate within ten (10) days of the grievance hearing at step 2.

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

(c) Step 3 (Senior Vice-President, Human Resources)

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Senior Vice-President, Human Resources or designate.

The Senior Vice-President, Human Resources shall not be involved in a conflict of interest or an apprehension of bias shall not exist or be apparent for the matter to be heard by the Senior Vice-President, Human Resources.

The Senior Vice-President, Human Resources or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Senior Vice-President, Human Resources or designate shall render a written decision within ten (10) days of the date of the hearing.

The Grievance procedure from Step 1 to Step 3 shall never exceed sixty (60) days. In the event the Employer fails to process the grievance procedure within the 60 day period, the grievance is automatically referred to arbitration for settlement and resolution.

If the grievance is not settled at this stage, either party may decide to proceed to Regular Arbitration, Expedited Arbitration or by mutual agreement to Mediation.

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

33.06

Alternative Dispute Resolution Mechanisms

(a) Third Party Mediation

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

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

(i) The fees and expenses of the mediator shall be shared equally to the parties to the dispute.

(ii) If the grievance is not settled at this stage, either party may decide to proceed to Arbitration.

33.07

Regular Arbitration

(a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.

(ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Article 33.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator, or

- (iii) At the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 33.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (c) In the case of an Arbitration Board or single arbitrator, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (e) Each of the Parties to this Collective Agreement shall pay the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be shared equally by the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

#### **ARTICLE 34** **EMPTY**

#### **ARTICLE 35** **DRESS CODE**

- 35.01 The parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.
- 35.02 All protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 35.03 Employees shall furnish, supply and maintain their own everyday work apparel.
- 35.04 If the Employer requires Employees to wear specific protective apparel and equipment, the Employer shall furnish and supply at no cost to the Employees.
- 35.05 Employees must wear identification cards and or name tags at all times in the workplace. The identification cards and name tags supplied by the Employer will ensure the safety of the resident(s) and the Employee(s).
- 35.06 Where in the opinion of the Employer, protective and safety footwear [including non-slip] are required as a condition of employment, the Employer shall reimburse Employees for the cost of CSA approved safety footwear once every two (2) calendar years, to a limit of one hundred and seventy dollars (\$170.00) upon submission of proof of purchase.



**ARTICLE 36**  
**RETIREMENT SAVINGS PLAN**

- 36.01 The Employer shall establish a Registered Retirement Savings Plan (RRSP) in which there shall be voluntary participation by regular Employees.
- 36.02 Regular Employees who work an average of more than fifteen (15) hours per week in a cycle of the shift schedule are eligible to participate in the RRSP.
- 36.03 New regular Full-Time Employees must complete six months of employment before participating in the RRSP. New regular Part-time Employees must complete one thousand and seven point five (1007.5) hours of work before participating in the RRSP.
- 36.04 Once an Employee has completed the necessary hours for participation in the RRSP, they may start the plan by providing written notice of their intent to participate.
- 36.05 Employees must contribute a minimum of twenty- five dollars (\$25.00) per pay period and may contribute an unlimited amount of their earnings to the RRSP.
- 36.06 Employer contribution amount
- Effective the first pay period after ratification:
- The Employer will match Employee contributions to the RRSP to a maximum of:
- 2% for employees with less than 5 years of service
  - 3% for employees with 5 years of service
  - 4% for employees with 10 or more years of service.

**ARTICLE 37**  
**PRACTICUM STUDENT TRAINER**

- 37.01 A Health Care Aide can refuse the designation to act as a Trainer for students (educate, evaluate and supervise) in any specialized practice or training program.

**ARTICLE 38**  
**PROFESSIONAL REGISTRATION**

- 38.01 Licensed Practical Nurse
- The Employer will reimburse Employees who, at the beginning of their next registration year, have active registration in the College of Licensed Practical Nurses of Alberta (CLPNA), two hundred dollars (\$200.00) for their dues if they have accumulated eight hundred and six (806) or more regular hours actually worked in the previous fiscal year.

## **ARTICLE 39**

### **LEGAL INDEMNIFICATION**

39.01 As a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

In accordance with the certificate of insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

## **ARTICLE 40**

### **CRIMINAL RECORD CHECK**

40.01 The Employer may require an Employee to provide proof of a criminal record(s) check. Where the Employee must pay a fee for such proof, the full cost shall be borne by the Employer.

## **ARTICLE 41**

### **EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

41.01 An Employee-Management Advisory Committee shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.

41.02 The EMAC shall meet at least every three (3) months. The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC. Employees shall be paid at their basic rate of pay for attendance at EMAC meetings.

41.03 The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer and may include concerns relative to resident care including staffing, working alone and workload issues.

## **ARTICLE 42**

### **EMPLOYER EQUIPMENT**

42.01 As a condition of employment, Employee(s) are required to carry Employer owned or other equipment.

42.02 An Employee whose work responsibilities the responsibility will exercise caution and care when responsible but shall not be required to reimburse the Employer for any damage or loss.

### SALARY SCHEDULE

Classification	Effective Date	% Increase	Start	Step 1 1,007 Hours	Step 2 3,022 Hours	Step 3 5,037 Hours	Step 4 6,052 Hours	Step 5 9,067 Hours	Step 6 11,082 Hours	Step 7 12,904 Hours
<b>HCA / RTA / PTA</b>	Current	N / A	\$20.38	\$20.86	\$21.51	\$22.22	\$22.73	\$23.48	\$23.99	\$24.49
	April 27, 2021	1.00%	\$20.58	\$21.07	\$21.73	\$22.44	\$22.96	\$23.71	\$24.23	\$24.73
	April 27, 2022	1.00%	\$20.79	\$21.28	\$21.94	\$22.67	\$23.19	\$23.95	\$24.47	\$24.98
	April 27, 2023	1.50%	\$21.10	\$21.60	\$22.27	\$23.01	\$23.53	\$24.31	\$24.84	\$25.36
	April 27, 2024	2.00%	\$21.52	\$22.03	\$22.72	\$23.47	\$24.01	\$24.80	\$25.34	\$25.86

Classification	Effective Date	% Increase	Start	Step 1 2,015 Hours	Step 2 4,030 Hours	Step 3 6,045 Hours	Step 4 8,060 Hours	Step 5 10,075 Hours	Step 6 12,090 Hours	Step 7 14,105 Hours
<b>LPN</b>	Current	N / A	\$27.12	\$28.02	\$29.00	\$30.13	\$31.43	\$32.50	\$33.66	\$35.17
	April 27, 2021	1.00%	\$27.39	\$28.30	\$29.29	\$30.43	\$31.74	\$32.83	\$34.00	\$35.52
	April 27, 2022	1.00%	\$27.67	\$28.58	\$29.58	\$30.74	\$32.06	\$33.15	\$34.34	\$35.88
	April 27, 2023	1.50%	\$28.08	\$29.01	\$30.03	\$31.20	\$32.54	\$33.65	\$34.85	\$36.42
	April 27, 2024	2.00%	\$28.64	\$29.59	\$30.63	\$31.82	\$33.19	\$34.32	\$35.55	\$37.14

### LUMP SUM PAYMENT IN LIEU OF RETROACTIVITY

2% lump sum payment for all hours worked from September 20, 2019 – September 28, 2022.

The amount is not RRSP eligible.

The amount is in lieu of retroactivity. The lump sum will be made within sixty (60) calendar days from ratification.


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

Signed this 2nd day of July, 2025.

ON BEHALF OF ASTER JOINT VENTURE PARTNERSHIP  
AGECARE SETON

  
\_\_\_\_\_  
\_\_\_\_\_  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
\_\_\_\_\_  
WITNESS

**LETTER OF UNDERSTANDING #1**

between

ASTER JOINT VENTURE PARTNERSHIP  
AGECARE SETON

and


Alberta Union of Provincial Employees


**Re: Master Rotation Change Process**

It is understood that the Master Rotation Change Process would only be used with mutual consent.

The parties will meet within 60 days of ratification to discuss the potential use of a Master Rotation Change Process and, if required, will work together to define the detailed steps of the process.

  
On behalf of the Employer

  
On behalf of the Union

  
Date

July 2, 2025  
Date

**LETTER OF UNDERSTANDING #2**

between

ASTER JOINT VENTURE PARTNERSHIP  
AGECARE SETON

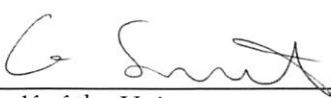
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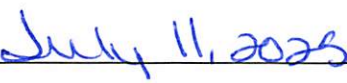
Alberta Union of Provincial Employees

**Re: Allocation / Dispensing Drugs**

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident and shall not hold liable any Employee covered by this collective agreement for any incident occurring related to such prescription drugs and/or medicines, if such Employee is operating under Alberta Health Services Programs and guidelines.

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

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

  
\_\_\_\_\_  
Date

July 2, 2025  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #3**

between

ASTER JOINT VENTURE PARTNERSHIP  
AGECARE SETON

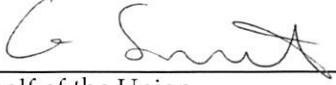
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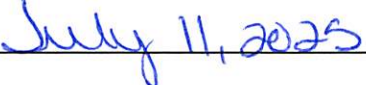
Alberta Union of Provincial Employees

**Re: Lockers/ Rest Areas**

The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

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

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

  
\_\_\_\_\_  
Date

July 2, 2025  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #4**

between

ASTER JOINT VENTURE PARTNERSHIP  
AGECARE SETON


and

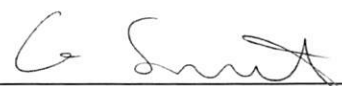
Alberta Union of Provincial Employees

**Re: Mutual Agreement to Adjust FTEs**

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

- (i) Employees may request in writing to increase the Employee's regular hours. The Employer shall advise the Union of such request.
  - (ii) Employers may offer to increase an Employee's regular hours. The Employer shall advise the Union of such offers.
  - (iii) Skill, training, knowledge, ability and Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
  - (iv) Amendments to FTEs will be limited to the work area from which the original request was received.
  - (v) Such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
1. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11, or the provisions of Article 29.
  2. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

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

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

  
\_\_\_\_\_  
Date

July 2, 2025  
\_\_\_\_\_  
Date