



COLLECTIVE AGREEMENT

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of
Local 047 CHAPTER 011

JULY 1, 2001 = JUNE 30, 2003

Covering all Employees at:

- Beverly Group Home ✓
- Aldergrove Group Home
- Canora Group Home ✓
- Castlepark Group Home ✓
- Dunvegan Group Home ✓
- Fountain Lake Group Home ✓
- Freedom House Group Home ✓
- The Greens Group Home ✓
- MGM Group Home ✓
- West Jasper Sherwood Group Home
- Leilani Group Home

- Lighthouse Group Home ✓
- Meadowbrook Group Home ✓
- Meadowlark Group Home ✓
- The Meadows Group Home ✓
- Options ✓
- Southwood Group Home ✓
- Westpark Group Home ✓
- Knottwood Group Home ✓
- Bungalow Group Home
- Kensington Group Home
- Primrose Group Home

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ARTICLE 1

Term of Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date of ratification to June 30, 2003 and from year to year thereafter, unless amended, Notification of desire to amend may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:

Chief Operating Officer
The Good Samaritan Society
9405 - 50 Street, Suite 200
Edmonton, Alberta T6B 2T4

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, AB T5P 4S7

ARTICLE 2

Definitions

- 2.01 "Code" means The Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "Union" means The Alberta Union of Provincial Employees.
- 2.04 "Chapter" means Chapter 11 of Local 047 of The Alberta Union of Provincial Employees.
- 2.05 "Member" means an Employee of the Employer who is included in this Collective Agreement and who is a member of the Union.

- 2.06 "Employer" shall mean The Good Samaritan Society (A Lutheran Social Service Organization), and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the organization.
- 2.07 "Employee" shall mean 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) "Full Time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (b) "Part Time Employee" is one who is regularly scheduled for less than the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (c) "Relief Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a full-time or part-time employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.08 "Basic Rate of Pay" shall mean the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.09 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.

- 2.10 "Employee status" shall mean the full time, part time, relief or temporary capacity that an Employee is employed in.
- 2.11 "Shall" will be seen as mandatory rather than directory.
- 2.12 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

ARTICLE 3

Application

- 3.01 All Articles of this Agreement apply to Full Time Employees unless otherwise specified in the Article.
- 3.02 All Articles of this Agreement apply to Part Time Employees (on a pro-rata basis) unless otherwise specified in the Article.
- 3.03 This Collective Agreement shall apply to Relief Employees, on a pro-rata basis, unless specifically stated in the various Articles of the Collective Agreement and shall only apply when the Relief Employee works in this unionized Group Home or the **Options** Program.

ARTICLE 4

Union Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees in classifications set out in the Salary Schedule of this Collective Agreement.
- 4.02 No Employee shall be required or permitted to make **any** written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 4.04 The Union shall be given the opportunity to provide a Union orientation of not more than one-half (1/2) hour to a new Employee on the Employer's time. This orientation may be done at the Employer's General Orientation for new Employees.

4.05 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee by the Employer upon commencement of employment.

4.06 The Union shall provide a binder in a mutually acceptable location acceptable to the Employer which shall be placed so that all Employees will have access to it and which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to include anything objectionable to the Employer.

ARTICLE 5

Union Membership and Payment of Dues

5.01 Membership in the Union is voluntary.

5.02 For the purpose of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

5.03 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.

5.04 Deductions of the dues for all Employees shall commence with the first pay period of employment.

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

5.06 (a) The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees covered by this Collective Agreement by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

(b) If during the term of this Collective Agreement the Accounts Payable system of the Employer is adapted to direct deposit, the Employer shall notify the Union, and as soon as reasonably possible, remit dues within five (5) days of the day they have been deducted from pay.

- (c) Particulars, identifying each Employee in a printed form, or magnetic disc or tape file showing the Employee name, base earnings for the period, Employee status and classification code, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.

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

ARTICLE 6

Management Rights

6.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.

6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline, efficiency and to make, alter, and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit, or service site or classification and to determine whether or not a position, work unit, service site or classification will be discontinued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

ARTICLE 7

Union Stewards

7.01 The Employer acknowledges the right of the Union to elect or appoint Employees in the bargaining unit as Union Stewards.

7.02 The Union shall determine the number of Union Stewards, having regard to the plan of the organization and the distribution of Employees at the workplace.

7.03 The Employer recognizes the Union Steward as an official representative of the Union.

- 7.04 A Union Steward may at the request of an Employee, accompany or represent her in the processing of a grievance with the Employer. Time off for the Employee and the Union Steward shall be granted only upon the prior approval of the immediate supervisor or authorized alternate.
- 7.05 A list of Union Stewards shall be supplied by the Union to the Human Resources Department. The Human Resources Department shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 7.06 The Chapter and its members shall have the right at any time to the assistance of the Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.

ARTICLE 8

Time Off for Union Business

- 8.01 (a) Time off without pay shall be granted to Employees as requested by the Employee and approved by the Employer in order to participate in negotiations and to represent the Union on Union business.
- (b) The grievor and one (1) Union Steward shall be granted time off with no loss of regular earnings for time spent in discussing grievances with representatives of the Employer as outlined in the Grievance Procedure. Time off without pay shall be provided to attend any associated hearing or arbitration.
- (c) To facilitate Article 8.01 (a) above, time off with regular earnings shall be granted to Employees, however, the Union agrees to reimburse the Employer for actual costs of wages and benefits associated with the Employee being on a Union leave. The Employer will provide the Union with a detailed accounting of such costs when it submits its bill to the Union. An Employee on any Union leave shall continue to accrue seniority.
- (d) Employees who are elected or selected for any position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and shall continue to accrue seniority. If requested by the Union, the reimbursement provisions of Article 8.01 (c) above shall apply.
- (e) Both the Grievor and the Union Steward will obtain approval from their immediate supervisor to leave their work station.

ARTICLE 9

Discrimination

- 9.01 The Employer agrees that there shall be no discrimination, restriction or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, or marital status, physical or mental disability nor by reason of his membership or activity in the Union, or any other reason.
- 9.02 Article 9.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bonafide* occupational requirement.

ARTICLE 10

Disciplinary Action

- 10.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be disciplined without just cause. The procedure stated in Article 11 (Grievance Procedure) does not prevent immediate discipline or dismissal for just cause or for the dismissal of an Employee serving a probation period.
- 10.02 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action.
- 10.03 An Employee, if she so desires, may be accompanied by a Union Representative during a disciplinary discussion at a location determined by the Employer.
- 10.04 **An** Employee who has been subjected to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary action **was** invoked, request that his personnel file be purged of any record of the disciplinary action. Such request shall be granted providing the Employee's personnel file does not contain any further record of a disciplinary action, during that eighteen (18) month period. The Employer shall confirm in writing to an Employee who requests and who is eligible to have her personnel file cleared that **such** action has been effected.
- 10.05 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 that this action results in the abandonment of the grievance.

ARTICLE 11

Grievance Procedure

11.01 Definition of a Grievance

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

11.02 Union Steward

The Union Steward system is accepted in principle by the Employer and Union Stewards will be recognized as having authority to act on behalf of Employees in the bargaining unit. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.

Union Stewards shall be Employees of the Good Samaritan Society. Union Officers of Local 058 of the Alberta Union of Provincial Employees, shall also be recognized as Union Stewards and members for the purpose of this Article. The Union Stewards shall have the right at any time to have the assistance of their Alberta Union of Provincial Employees Representative.

An Employee(s) shall have the right to be accompanied by a Union Steward or other Union Representative at a meeting with the Employer in the grievance process.

11.03 Permission to Leave Work

The Employer agrees that Union Stewards shall not be hindered, coerced or interfered with in any way in the performance of their function, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each steward is employed to perform work for the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Agreement. Therefore, no steward shall leave her work without obtaining the permission of her supervisor, such permission shall not be unreasonably withheld.

Stewards shall not suffer any loss in pay for time spent performing their duties as provided in this Collective Agreement.

11.04

It is the mutual desire of the parties hereto, that grievances of Employees shall be adjusted as quickly as possible and in the following manner and sequence. Every effort shall be made to hold meetings at all levels of the Grievance Procedure.

Informal Discussion

An Employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first seek to settle the dispute through discussion with the Field Supervisor. If the issue is not resolved satisfactorily, it may then become a grievance and be advanced to Step I.

STEP I:

An Employee, who believes that there is a problem arising out of the interpretation, application, administration or alleged violation of the Collective Agreement shall first discuss the matter with the Program Manager (or designate) within ten (10) days of the date they first became aware of, or reasonably should have become aware of the occurrence. A sincere attempt will be made by both parties through discussion to resolve the problem at this level.

STEP II:

- (i) If the grievance is not resolved under Step I above, the grievance, or group grievance, may within ten (10) days of receiving the Step I response from management be presented in writing by the Union Steward or a Union Officer, to the Director of Operations (or designate), specifying the nature of the grievance and the redress requested. The Manager shall render a decision in writing to the Union within ten (10) days of receipt of the grievance(s).
- (ii) Group Grievances

Where a difference allegedly has occurred which affects more than one (1) Employee, a representative from the Union shall initiate the grievance at Step II and shall attach the names of all Employees, who are a party to the dispute, to the grievance.

STEP III:

If the grievance(s) is not resolved under Step II above, the Union may, within ten (10) days of receipt of the written decision of the Chief Operating Officer (or designate), submit the grievance(s) in writing, specifying the nature of the grievance(s) and redress sought, to the Chief Operating Officer (or designate) who shall render a decision in writing to the Union within ten (10) days of receipt of the grievance(s).

STEP IV:

If the reply of the Chief Operating Officer (or designate) is unsatisfactory, either party to the agreement may, within ten (10) working days of the Chief Operating Officer reply, request that the matter(s) be referred to arbitration.

Optional Mediation

The parties may mutually agree to non-binding mediation:

- (a) After receipt of the decision from the Chief Operating Officer, or Designate, under Step II above, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

11.05 Arbitration

The party requesting arbitration shall make her request in writing and shall nominate its member to the Arbitration Board. Within five (5) days thereafter, the other party shall nominate its member to the board. The two (2) nominees so appointed shall attempt to choose by agreement a chairperson of an Arbitration Board. If they are unable to agree upon a chairperson, then either party may request the Minister of Labour, or designate, to appoint a chairperson in accordance with the Labour Relations Code and subsequent amendments to the Code.

11.06 The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- 11.07 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairperson.
- 11.08 The Arbitration Board by its decision shall not alter, amend, or change the provisions of this Collective Agreement but shall base its decision on the contractual rights of the parties disclosed by this Agreement.
- 11.09 In lieu of Article 11.05, the parties may mutually agree to substitute the single arbitrator provisions as contained in the Labour Relations Code.
- 11.10 During any and all proceedings outlined in this Article, the Employee(s) shall continue to faithfully perform her duties unless she has been suspended or discharged.

Time Limits

- 11.11 Throughout the Article, the reference to "days" shall not include Saturdays, Sundays or Named Holidays.
- 11.12 The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.
- 11.13 (a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

11.14 Policy Grievance

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance involving only one (1) department/program may be submitted at Step I. A policy grievance involving more than one (1) program may be submitted at Step II.

11.15 Replies in Writing

Replies to grievances shall be in writing at all stages.

11.16 Facilities for Grievances

The Employer shall supply the necessary facilities for joint grievance meetings.

11.17 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.18 The Employer agrees to provide to the Union and update accordingly, a list of designated Employer representatives that are empowered to respond to the "Steps" in the Grievance Procedure.

ARTICLE 12

Seniority

12.01 Seniority for the purposes of recall, shall be recognized across all certificates covered by this Collective Agreement.

12.02 **An** Employee's "Seniority Date" shall be defined as the date of hire with the Good Samaritan Society in Programs for Persons with Developmental Disabilities.

12.03 The Employer shall maintain one (1) seniority list for the Program.

12.04 Within three (3) months of the effective date of this Collective Agreement the Chair of the Chapter will place in the AUPE binders provided, pursuant to the provisions of Article 4 (Union Recognition), a seniority list containing the name and seniority date of all Employees by classification and Employee status and Full Time Equivalency (F.T.E.) in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority lists will be provided to the Chairperson of the Chapter with a copy to the Union Representative 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.

Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

12.05 Termination of Seniority

An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:

- (a) resigns or retires; or,
- (b) is discharged for cause and not reinstated; or,
- (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
- (d) fails to reply and accept a recall notice to a position with an equivalent FTE to their pre-layoff position, within five (5) days pursuant to Article 13.09 (Layoff and Recall Procedure), unless a reason satisfactory to the Employer is provided; or,
- (e) is absent for three (3) consecutive days, without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
- (f) is laid off in excess of one (1) year; or,
- (g) fails to return to work following a compensable accident within five (5) days after being certified fit to return to work by the Employee's Physician and the Workers' Compensation Board.

12.06 Seniority shall be considered in determining:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the provisions of Article 13;
- (c) in filling vacancies within the bargaining unit, subject to the provisions of Article 22.

ARTICLE 13

Layoff and Recall

13.01 Discussion with Union

The Parties recognize the value of a discussion, or a meeting prior to laying off Employees in the Bargaining Unit. The purpose is to discuss the relevant factors related to the layoff. The Employer will provide a current seniority list to the Union upon a layoff.

13.02

Notice Provisions

- (a) When, in the opinion of the Employer, it becomes necessary to reduce the workforce of a Group Home or the Options Program, the Employer will notify the Employee who is to be laid off, in writing, twenty-one (21) calendar days prior to the date of the layoff, except that the twenty-one (21) 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. If notice is not served, Employees will receive their regular rate of pay for those twenty-one (21) days in lieu of notice.

Layoff Order

- (b) In determining the order of layoff, the Employer shall layoff, in reverse order of seniority, by classification in a Group Home or Options Program. In all instances, layoff is subject to the remaining Employee having the ability to perform the assigned work satisfactorily.
- (c)
 - (i) A laid off Employee will first move into a vacant position with an equivalent F.T.E. for which she has the ability to perform the assigned work.
 - (ii) Where no such position with **an** equivalent F.T.E. exists then the laid off Employee may displace the least senior Employee from a position with **an** equivalent F.T.E. or lower F.T.E. for which she has the ability to perform the assigned work.
 - (iii) **An** employee displaced pursuant to subclause 13.02 (ii) may in turn exercise rights under subclause 13.02 (c)(i) **and** (ii).
 - (iv) Where an employee displaces into a position in a lower classification, that employee shall be placed on the step of the Salary Appendix for that classification that reflects her length of service (calculated in hours in accordance with Article 19.04) with the Employer.

13.03

- (a) If an Employee suffers a permanent reduction in her regularly scheduled hours of work, this Article shall apply.
- (b) For the purposes of this Article, a permanent reduction of regularly scheduled hours is only where the reduction is more than thirty (30) calendar days.
- (c) The Parties may extend the thirty (30) calendar day provision by mutual agreement.

13.04 Recall Period

When a Full Time Employee on layoff has been recalled to a part time position, the twelve (12) month period shall be suspended during her part time position, and shall recommence upon the termination of the part time position for balance of the twelve (12) month recall period.

13.05 Benefits During Layoff

- (a) Employees laid off may with the assistance of or through the Employer, make arrangements for monthly payment of the full premiums of benefits coverage during the layoff period.
- (b) Where a Full Time or Part Time Employee has been laid off and works in a part time or relief capacity to maintain her Full Time Equivalency (F.T.E.), she will continue to receive her regular rate of pay and any benefits she qualified for at her Full Time Equivalency (F.T.E.).

13.06 No new Full Time or Part Time Employees will be hired or transferred while there are other Full Time or Part Time Employees on layoff as long as laid off Full Time or Part Time Employees are available and have the ability to perform the work.

13.07 Recall Notices

- (a) Recall notice shall be by telephone with confirmation in writing by registered mail or hand delivered to the Employee's last address on record with the Employer and faxed to the Union. The Employee so notified shall return to work as soon as possible not later than five (5) calendar days following the date of the telephone call, receipt of hand delivered letter or the date the letter was registered.
- (b) In the case of an Employee who is laid off and on reduced hours, recall notice may be hand delivered to the Employee at the worksite.

It is the responsibility of each Employee to notify the Employer promptly in writing, of any change of address and telephone number.

13.08 Layoff and Recall

- (a) If an Employee is recalled to less hours of work than the Employee enjoyed prior to the layoff, the Employee may elect to remain on layoff with recall rights.
- (b) In the event the Employee accepts recall to a position with less hours of work than enjoyed prior to the layoff, the Employee shall continue to have full recall rights to the pre-layoff Full Time Equivalency (F.T.E.) to a maximum of twelve (12) months ~~from the~~ date of the original layoff.

- (c) No Employee shall be recalled to a position with a greater Full Time Equivalency (F.T.E.) than held prior to the layoff. In the event a vacancy exists to which a full or partial recall is not possible, the Employer shall post the vacancy pursuant to Article 22 (Appointments and Vacancies), and shall recall to the resultant vacancy that is possible in accordance with the provisions of this Article.

13.09 Termination of Recall Rights

The employment of an Employee shall be considered terminated when the Employee does not accept recall to a position with the same Full Time Equivalency (F.T.E.) enjoyed prior to layoff, or has not changed her status to relief prior to the layoff end date, or has been on layoff and not on reduced hours for twelve (12) months without being recalled to a regular position.

13.10 Recalls

Recalls shall be carried out in order of seniority by classification within the certified Group Homes or Options Program provided the Employee has the ability to perform the assigned work satisfactorily. Such recall shall apply only to work periods of fourteen (14) calendar days duration or longer.

13.11 Ability to Perform Assigned Work

"Ability to perform the assigned work" means the Employee does not require any additional training by the Employer other than orientation, to be able to satisfactorily perform the assigned work.

13.12 Relief Employees

This Article shall have no application to Relief Employees.

ARTICLE 14

Probation Period

- 14.01** A new Employee shall serve a probationary period of five hundred and three and three-quarters (503 3/4) hours worked or four (4) months, whichever first occurs. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure. The Employer shall keep the Employee advised of their progress during the probationary period.

14.02 The Employer shall provide a written evaluation of each probationary Employee prior to the completion of her probationary period.

14.03 The probationary period may be extended by an additional five hundred and three and three-quarters (503 3/4) hours or four (4) months. However, in no event will an Employee's total probationary period exceed one thousand and seven and one-half (1,007 1/2) hours or eight (8) months. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 15

Performance Appraisals and Personnel Files

15.01 Performance Appraisals

- (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours 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 their performance appraisal, and shall have the right to respond in writing within ten (10) calendar days of the interview and that reply shall be placed in her personnel file.
- (c) 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.

15.02 Personnel Files

- (a) By appointment made a least one (1) working day in advance, an Employee and her representative, shall have access to her personnel file in the presence of a Human Resources representative.
- (b) Where the Employee or the Employee's representative has requested the entire contents of the personnel file for reasons other than a grievance, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.
- (c) All requests for access to the Employee's personnel file from the Employee's representative or agent shall require prior written authorization from the Employee.

- (d) Employee personnel files shall be maintained by the Employer in such a manner as to permit access only by properly authorized personnel.
- (e) There shall be only one (1) personnel file for each Employee in the Bargaining Unit and it shall be maintained in the Human Resources Department.

ARTICLE 16

Union/Employer Committee

- 16.01 The Parties to this Collective Agreement agree to the desirability of a joint committee to assist in the promotion of harmonious relationships between the Employees and the Employer.
- 16.02 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this committee.
- 16.03 At the request of either party, a Union/Management Committee meeting shall be scheduled. A party may not request a meeting to be scheduled more frequently than once every two (2) months.

ARTICLE 17

Hours of Work

- 17.01 Full Time Employees
 - (a) The regular hours of work for Full Time Employees employed in Group Homes and the Options Program shall be seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days and the normal daily hours of work shall be seven and three-quarters (7 3/4) hours, exclusive of meal periods.
 - (b) Except in cases of emergency, overtime or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) two (2) consecutive days of rest.

Part Time Employees

- (c) The regular hours of work for Part Time Employees in the Options program shall be up to seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days and the daily hours of work shall be **up** to seven and three-quarters (7 3/4) hours, exclusive of meal periods
- (d) The hours of work for all other Part Time Employees shall be in accordance with the Scheme of Employment in effect for Employees employed in non-institutional residential care.

17.02 All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of four (4) hours of work, the time of which shall be scheduled by the Employer.

17.03 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance.

(b) Employees may request shift changes. Such requests for shift changes must be made in writing at least seven (7) calendar days in advance. Such requests will not be unreasonable denied.

17.04 Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid four (4) hours, at the Employee's basic rate of pay.

17.05 Daylight Savings Time

On the date fixed by proclamation, in accordance with the Daylight Savings Time Code of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Code 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.

ARTICLE 18

Overtime

18.01 (a) Full Time Employees employed in a Group Home or the Options Program:

Overtime is all time authorized by the Employer and worked by the Employee:

- (i) in excess of seven and three-quarters (7 3/4) work hours for Employees scheduled to work the full daily hours of work pursuant to Article 17.01 (a) (Hours of Work);
 - (ii) in excess of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period or on scheduled days of rest for Employees scheduled to work pursuant to Article 17.01 (a) (Hours of Work).
- (b) Part Time Employees employed in a Group Home or the Options program shall be entitled to authorized overtime after they have worked the regular full daily or weekly hours of work as applicable.
 - (c) The overtime rate for authorized overtime for employees other than those employed under the Scheme of Employment, shall be one and one-half (1 1/2) times the applicable basic hourly rate for the first three (3) hours worked and two (2) times the applicable basic hourly rate thereafter.
 - (d) Notwithstanding 18.01 (c) above authorized overtime worked shall be banked at equivalent straight time rates and the time shall be taken off at a later date as mutually agreed, or paid out at the Employer's discretion.

18.02 All other Employees shall be paid overtime in accordance with the Scheme of Employment.

ARTICLE 19

Salaries

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

19.02 (a) The Employer shall recognize upon hire, the relevant experience of an Employee obtained from other facilities of the Employer's organization. This relevant experience shall be reflected in the salary placement on the salary scale if there is no break in continuous service.

(b) Employees transferring within the same classification from other service sites within the Good Samaritan Society will have their increment level maintained.

19.03 Paydays shall be on a bi-weekly basis.

19.04 (a) A Full-time Employee shall be entitled to an increment on the completion of two thousand and twenty-two and three quarters (2,022.75) hours exclusive of overtime.

- (b) Part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty-nine and three quarters (1,929.75) hours exclusive of overtime.

ARTICLE 20

Leave Of Absence

20.01 General Policies Governing Leaves of Absence

The following provisions are applicable to all Leaves of Absence except where expressly stated.

- (a) Applications for Leave of Absence shall be submitted in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for Leave of Absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal of the employment which shall be reported to the Union.
- (b) Leaves of Absence for any reason which the Employer and the Employee agree upon, may be granted at the discretion of the Employer. Such approval will not be unfairly withheld and where permission is denied, reasons will be given. Leaves of Absence may be extended by mutual agreement between the Employer and the Employee. The Employee shall not work for gain during the period of Leave of Absence except with the express consent of the Employer.
- (c) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any Leave of Absence without pay in excess of thirty (30) calendar days. Employees' seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (d) Employees shall not be entitled to Named Holidays with pay, which may fall during the Leave of Absence without pay.
- (e) During Leaves of Absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 30 (Health Benefits), provided that the Employee makes prior arrangements to pay full premium costs in a lump sum or on a monthly basis. Failure to remit the payment required above will result in cancellation of benefits.

- (f) When an Employee is on Leave of Absence without pay and is receiving Long Term Disability benefits the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding eighteen (18) months from the beginning of Long Term Disability provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit her portion will result in the Employer discontinuing premium payments for that Employee.
- (g) Application for Leave of Absence for more than a period of twelve (12) months require approval by a Director of Operations.
- (h) The Employee on Leave of Absence in excess of three (3) months shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work or such shorter period of time as agreed between the Employer and the Employee, at which time the Employer will reinstate the Employee in the same classification with the same full time equivalency and where reasonable in the position held by the Employee prior to taking general leave.

20.02

Bereavement Leave

- (a) An Employee shall **be** granted three (3) consecutive working days bereavement leave without loss of pay, commencing with the date of death, in the event of the death of the following relatives of the Employee:

spouse (including common-law and/or same sex relationships)		
child	guardian	daughter-in-law
step-brother	parent	brother
grandparent	step-sister	fiancee
sister	grandchild	step-child
son-in-law	step-parent	father-in-law
mother-in-law		
- (b) Bereavement leave without loss of pay shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometres one way from the Employee's residence is necessary.
- (c) In the event of a death of another relative or close friend, the Employer may grant **up** to one (1) working day off with pay to attend the funeral services.

20.03

Parental Leave

- (a) A Full Time or Part Time Employee will upon her written request, be granted Maternity Leave to become effective twelve (12) weeks immediately preceding the date of delivery or such shorter period as may be requested by the Employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity 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, supplementary unemployment benefits or long term disability benefits. Maternity leave shall not exceed twelve (12) months.
- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her Physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave. In the event that such Maternity Leave must commence in the early stages of pregnancy, which results in a need for an absence from work longer than twelve (12) months, the Employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) A father-to-be, upon his written request, shall be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made twenty-eight (28) calendar days prior to the expected commencement of the leave. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.

20.04

Adoption Leave

- (a) An Employee shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child.
- (b) An Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made once the child is placed under the guardianship of the Employee and the Employer is kept informed of the progress of the adoption proceedings.

20.05

Educational Leave

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an unpaid Leave of Absence for such **purpose** where operational requirements permit.

- (b) Employees who are granted Educational leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
- (c) During an Employee's Educational Leave, the Employee may work as a Relief Employee in the Bargaining Unit without adversely affecting reinstatement to the position ~~from~~ which the Employee is on leave.

20.06 Jury or Witness Duty

- (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of her employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) **An** Employee required by law to appear in Court as a member of a jury shall be allowed time off without loss of regular earnings which the Employee would have normally received based on her regular hours of work. Any fee received as a juror shall be paid to the Employer.
- (c) **An** Employee acting as a witness without a subpoena shall not be paid for such absence and shall be granted a leave of absence without pay.

20.07 Political Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial, or municipal elections.
- (b) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of two (2) terms.

20.08 Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall inform the Employer with as much advance notice as possible. As mutually agreed upon between the Employee and the Employer, the Employee may use either sick leave, a vacation day, or **an** unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

20.09 Relief Employees

This Article shall have no application to Relief Employees except for Parental Leave.

ARTICLE 21

In-service Programs

21.01 The Employer shall provide inservice education to ensure that each Employee has the opportunity to receive the required training.

21.02 An Employee prior to the completion of her probationary period shall successfully complete training programs such as:

- | | |
|-------------------------------|----------------------------|
| Introduction to GSS | Wellness |
| CPI | Back Care |
| Infection Control | Prevention/Reporting Abuse |
| Safety | Emergency First Aid |
| Medication | CPR |
| Client Enhanced Service Focus | |

Such programs shall be without charge to the Employees. Employees requiring recertification shall suffer no loss of pay.

21.03 When approved by the Employer to attend an in service training program, exclusive of the training required under Clause 21.02, the Employee shall be compensated at her basic rate of pay for all such hours.

21.04 **An** Employee, who is required to attend a training course, seminar or staff meeting which necessitates travel shall be considered as time worked.

ARTICLE 22

Appointments And Vacancies

22.01 When a new full time or part time position is created or when a full time or part time vacancy occurs in any classification covered by this Collective Agreement such position or vacancy shall be posted for no less than five (5) working days in advance of making an appointment.

(a) The posting shall state the classification, full time equivalent required knowledge and education, location, hours of work and pay range.

(b) A copy of the above postings shall be forwarded to the AUPE.

22.02 Applications for vacancies shall be in writing according to the procedures established by the Employer.

22.03 When circumstances require the Employer to fill a vacancy, the appointment shall be made on a relief basis only until a full time or part time appointment is made.

- 22.04 In making the above appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills; training, knowledge and other relevant attributes and where these factors are considered by the Employer to be relatively equal, then seniority with the Employer, by date of hire, shall be the deciding factor.
- 22.05 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Community Services Division is effected to accommodate a request by the Workers' Compensation Board or the Underwriters of the Long Term Disability Income Insurance Plan to provide a period of Rehabilitative Work Experience.
- 22.06 A Full Time or Part Time Employee who applies for and is successful on a temporary posting shall maintain her status. A Relief Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable. At the completion of the temporary term, the Full Time or Part Time Employee shall return to her former position. At the completion of her term, the Relief Employee shall resume the normal terms and conditions of employment applicable to a Relief Employee if any.
- 22.07 When an Employee is promoted to a position in a classification with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her basic rate of pay.
- 22.08 An Employee required by the Employer to temporarily replace another Employee in a classification within the Bargaining Unit which has assigned a lower pay grade, shall not have their basic rate of pay adjusted.

ARTICLE 23

Reclassification

- 23.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties.
- 23.02
- (a) An Employee's written request to the Human Resource Office for a classification or job review will be dealt with within sixty (60) days of receipt. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request.
 - (b) The review will be based on the job as it was on the date of the request for review. If as a result of this review the classification is changed it shall be effective as of the date the written request is received in the Human Resources Office.

- (c) If the Employee does not agree to the Employer's decision then the matter may be processed in accordance with Article 11 (Grievance Procedure), commencing at Step II.

23.03

- (a) When the duties of a classification are substantially altered by an action of the Employer or where a new classification is formed during the life of this Collective Agreement which falls within the bargaining unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed basic rate of pay for such classification within twenty-one (21) calendar days.
- (b) The Union may contest the proposed basic rate of pay by sending written notice to the Employer. A notice to contest the basic rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
- (c) The Parties shall attempt to resolve the basic rate of pay through negotiations. Should the two Parties fail to reach an agreement through negotiations within sixty (60) calendar days from the date that the Union received notification of the new or altered classification, the Union shall have an additional fifteen (15) calendar days to refer, in writing, the matter to Arbitration.
- (d) The proposed basic rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed basic rate of pay. Such amended basic rate of pay will be effective from the date of written notice from the Employer to the Union.

23.04

An Employee whose position is reclassified to one with a higher basic rate of pay shall be advanced to the next step on the salary schedule that would provide, at minimum, one full increment.

23.05

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.

ARTICLE 24

Resignation

- 24.01 An Employee may provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of her desire to resign from her employment.
- 24.02 The Employer will provide a written performance appraisal prior to termination providing the Employee provides twenty-eight (28) calendar days written notice of termination of services and request the performance appraisal in such written notification.
- 24.03 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the next regular pay date.

ARTICLE 25

Named Holidays

- 25.01 (a) Full Time Employees shall be eligible 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 | Floater Holiday |
- and all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.
- (b) To be eligible for the "Floater Holiday" an Employee shall be employed by the Employer on June 30th of that contract year.
- 25.02 To qualify for a Named Holiday with pay, a Full Time Employee must:
- (a) work her scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.

- 25.03 A Full Time Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at time and one half (1 1/2X) her basic rate of pay plus:
- (a) an alternate day off with pay at a mutually agreed time; or
 - (b) by mutual agreement, a day with pay added to her next annual vacation; or
 - (c) by mutual agreement, the Employee may receive payment **for** such day at her basic rate of **pay**.
- 25.04 When a Named Holiday falls during a Full-Time Employee's annual vacation, **such** holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 25.03.
- 25.05 When a Named Holiday falls on a day that would otherwise be a Full-Time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 25.03.
- 25.06 In lieu of Named Holidays, Part Time or Relief Employees shall be paid, four point two percent (4.2%) in addition to their basic rate of pay.

ARTICLE 26

Annual Vacation

- 26.01 An Employee shall be granted the vacation period preferred by her at such times as may be mutually agreed upon by the Employer and the Employee. When the number of eligible Employees in any Group Home or the Options Program, indicates a preference for a specific period **which** exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, Community Services Division wide seniority shall be the deciding factor.
- 26.02 **An** eligible Employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee, subject to the application of Article 26.03 (d) and (e).
- 26.03
- (a) An eligible Employee shall apply in writing for the vacation period preferred by her.
 - (b) **An** eligible Employee shall indicate her choice of vacation period(s) between February 1st and March 31st of each year.

- (c) The Employer shall respond, in writing, to the vacation requests by April 30th. For vacation requests outside of the period in Article 26.03(b), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.
- (d) The Employer shall make every reasonable effort to grant an eligible Employee, upon request, at least **two (2)** weeks of annual vacation entitlement during July and/or August. No eligible Employee shall be allowed more than two **(2)** weeks vacation in July or August until all eligible staff have had an opportunity for two (2) weeks vacation in July or August.
- (e) The Employer may establish a limit to the amount of vacation accrual an Employee is entitled to maintain on **an** ongoing basis.
- (f) Any Employee who fails to submit their vacation requests by March 31st, shall lose their choice by seniority.
- (g) Any Employee who submits a vacation request outside **of** the time period specified in clause (b), shall submit that request no less than seven (7) days in advance.

26.04 Vacation period shall not be less than one (1) day, unless where mutually agreed between the Employer and the Employee.

26.05 No Employee may continue to work and draw vacation pay in lieu of taking her vacation.

26.06 Vacation pay shall be at the rate effective immediately prior to the vacation period.

26.07 **An** Employee who resigns or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

26.08 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an eligible Employee shall earn entitlement to a vacation with pay.
- (b) Vacation entitlement can be taken on a "use as accrued" basis subsequent to the completion of a satisfactory probation period.
- (c) The rate at which such entitlement is earned shall be governed by length of total continuous service as follows:
 - (i) during the first (1st) to third (3rd) full years of such employment an Employee earns a vacation of fifteen **(15)** working days;

- (ii) during the fourth (4th) to fourteenth (14th) full years of such employment an Employee earns a vacation of twenty (20) working days;
- (iii) during the fifteenth (15th) to the twenty-four (24th) full years of such employment an Employee earns a vacation of twenty-five (25) working days;
- (iv) during the twenty-fifth (25th) and subsequent full years of such employment an Employee earns a vacation of thirty (30) working days.

26.09 Only those hours paid at the basic rate of pay and on a Named Holiday up to the daily maximum will be recognized for the purpose of determining vacation pay.

26.10 Part Time Employees

- (a) During service in the employ of the Employer, a Part-Time Employee shall earn entitlement to a vacation with pay.
- (b) Vacation entitlement can be taken on a "use as accrued" basis subsequent to the completion of a satisfactory probation period.
- (c) Vacation entitlement for Part Time Employees shall be in accordance with the following formula: the hours paid at the basic rate of pay multiplied by the applicable rate of
 - (i) six percent (6%) during the first (1st) to third (3rd) year of continuous employment
 - (ii) eight percent (8%) during the fourth (4th) to the fourteenth (14th) year of continuous employment
 - (iii) ten percent (10%) during the fifteenth (15th) to the twenty-fourth (24th) year of continuous employment
 - (iv) twelve percent (12%) during the twenty-fifth (25th) and subsequent years of continuous employment.

26.11 Relief Employees

Vacation pay for Relief Employees shall be based on the formula outlined in Article 26.10 (c).

ARTICLE 27

Sick Leave

Full-Time Employees

- 27.01 (a) Sick Leave is a form of insurance provided by the Employer for the purpose of maintaining regular earnings during absences due to: illness, quarantine by a Medical Officer of Health, or because of **an** accident for which compensation is not payable in accordance with 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.
- 27.02 After an Employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment on the basis of seven and three-quarter (7 3/4) hours for each work day up to a maximum credit of one hundred and twenty (120) working days provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. In the case Of:
- (a) illness;
- (b) **injury**;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of Long Term Disability Insurance Plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board,
- sick leave shall not accrue during the period of any such absence in excess of thirty (30) calendar days.
- 27.03 Employees reporting sick shall advise the Employer **as** soon as possible and regularly thereafter as required by the Employer.

- 27.04 **An** Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the time thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 27.05 (a) Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave.
- (b) No Employee shall have their employment terminated or be disciplined solely by virtue of using or having exhausted their sick leave credits.
- 27.06 When an Employee has accrued the maximum sick leave credit of one hundred twenty (120) working days 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.
- 27.07 Sick leave shall not be granted for pregnancy, however, sick leave shall be granted for complications which may arise during a pregnancy. If during the twelve (12) 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.
- 27.08 (a) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- (b) When an Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer. She may be required to submit satisfactory proof of such appointment.
- 27.09 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 27.04 (Sick Leave).

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" or "out-patient", during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 27.05 (a) (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 27.04 (Sick Leave) until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time thusly not utilized as vacation leave will be rescheduled to a mutually agreed later time frame.

27.10 The Employer will advise an Employee of her accumulated sick leave credits when requested.

27.11 The Employer will recognize sick leave credits accrued within other sites of The Good Samaritan Society when an Employee transfers across sites.

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

- (a) days of work;
- (b) days on which the Employee is on vacation;
- (c) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
- (d) days on which the Employee is absent from work while attending official negotiating sessions with the Employer **or** while on leave of absence for union business not exceeding thirty (30) calendar days.

27.13 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 20.03 (Leave of Absence) 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 and shall provide the Employer with fourteen (**14**) days notice (or such shorter period of time as agreed to by the Employer and Employee) **of** readiness to return to work and:

- (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; subject to joint consultation between the Employer, the Union and the Employee; a reasonable effort shall be made by the parties to place her in an available position that she is capable of performing. In such a case the Union may agree to waive the posting provisions of the Collective Agreement.

The reinstatement of an Employee in accordance with Article 27.13 (Sick Leave) shall not be construed as being in violation of the posting and/or scheduling provisions of Article 22 (Appointments and Vacancies).

- (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 Article 27.13 (b), alternate employment is not available, it may 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.

27.14 Upon termination of employment all sick leave credits shall be cancelled and no payment shall be due.

27.15 Part-Time Employees

All of the foregoing provisions apply, except that a Part Time Employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) working days per month pro-rated on the basis of the hours worked by the Part Time Employee in relation to the regularly scheduled hours for a Full Time Employee.

27.16 Relief Employees

This Article shall have no application to Relief Employees who are scheduled to work less than three (3) months.

ARTICLE 28

Workers' Compensation

- 28.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.
- 28.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. **An** Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- 28.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 28.04 **An** Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice **of** readiness to return to work. The Employer may accommodate return to work sooner than fourteen (**14**) calendar days where agreeable between the Employer, the Union and the Employee.
- 28.05 **If** an Employee sustains an injury in the course of her duties with the Employer and is eligible to receive Workers' Compensation, the Employee shall be paid by the Employer ninety percent (90%) of the Employee's regular wages bi-weekly, as defined by the Workers' Compensation Board, for the total period of entitlement, provided she assigns over to the Employer on proper forms the moneys due to her from the Workers' Compensation Board.
- 28.06 The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.
- 28.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.
- 28.08 Relief Employees
- The provisions of this Article shall not apply to Relief Employees, who are scheduled to work less than three (**3**) months, however, Relief Employees shall be eligible for Workers' Compensation Benefits in accordance with the laws of Alberta and shall receive such benefits directly from The Workers' Compensation Board.

ARTICLE 29

Occupational Health & Safety

29.01 Occupational Health and Safety issues may be referred to Union Employer Committee Article 16.

ARTICLE 30

Health Benefits

30.01 Eligibility for all benefits in this article is defined as Employees who are regularly scheduled to work fifteen point five (15.5) hours or more per week.

30.02 When the enrollment and other requirements of the benefit carriers have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Alberta Health Care Insurance Plan;
- (b) **An** Allied Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (c) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (d) A Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.
- (e) At the Employers' option, a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (f) A Group Insurance Plan, inclusive of
 - (i) Basic Life Insurance (1X annual salary);
 - (ii) Basic Accidental Death and Dismemberment Insurance;

(iii) Long Term Disability Insurance (income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period);

30.03 The implementation and operation of the Benefit Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies or contracts entered into with the benefit carriers.

30.04 The Employer shall implement these plans with the premium being shared seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.

30.05 The Employer shall advise Employees and the Union of all rate changes pursuant to Article 30.04.

30.06 All benefit plans are described in the Employee Benefits Information Booklets, which are attached as Schedule "A".

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

30.08 The Parties agree that benefit premiums in accordance with Article 30.04 (Health Benefits) other than Alberta Health Care Insurance, shall be waived while an Employee is in receipt of Long Term Disability.

30.09 Relief Employees

This Article shall have no application to Relief Employees who are scheduled to work less than six (6) months.

ARTICLE 31

Transportation Allowance

31.01 An Employee who normally travels from work to her normal place of residence by means of public transportation following the completion of her shift but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary, and substantiated transportation expense from work to the place of her normal residence.

31.02 When an Employee is authorized by the Employer to use her private automobile she shall be reimbursed at the rate of thirty cents (30¢) per kilometre.

31.03 Under no circumstances shall an Employee be reimbursed twice for the same travel under this Article.

31.04 Mileage/kilometre allowance shall be paid for the shortest distance between locations.

ARTICLE 32

Scheme of Employment

32.01 A copy of the applicable Scheme of Employment Permit authorized by the Director, Employment Standards and Revisions, issued under the applicable Alberta Regulation shall be provided to each Employee.

32.02 This Article does not apply to Employees in the Options program.

ARTICLE 33

Pension Plan

33.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.

33.02 The Pension Plan shall be open to all Employees, subject to enrollment requirements, other than those Employees who are already members of another pension plan with the Employer.

33.03 The Employee and the Employer shall make matching bi-weekly contributions of four percent (4%) of the Employee's basic rate of pay.

33.04 The implementation and operation of the Pension Plan referred to above, shall, at all times, be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier.

33.05 The Employer shall make available copies of information brochures to all Employees participating in this plan and to the Union.

33.06 Employees working in Full-Time and Part-Time positions who are participating in the Local Authorities Pension Plan as of the date of ratification shall continue to participate in the Local Authorities Pension Plan.

ARTICLE 34

Employee Liability

34.01 The Employer will maintain Comprehensive General Liability and Medical Malpractice Insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

34.02 In accordance with the certificate of insurance the Employer shall provide legal representation for matters arising out of the performance of an Employee's assigned duties.

ARTICLE 35

On-Call

35.01 Definition

On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request for staff scheduling.

35.02 On-Call Pay

For each assigned hour of authorized on-call duty, an Employee shall be paid:

- (a) On regularly scheduled days of work, the sum of one dollar (\$1.00) per hour; and
- (b) On scheduled days of rest and Named Holidays, the sum of one dollar and twenty-five cents (\$1.25) per hour. A Named Holiday or scheduled day of rest shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day of rest to twenty-four hundred (2400) hours of the same day.
- (c) Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an employee has two (2) consecutive days off without being on-call. Where an Employee is on-call for more than seven (7) consecutive calendar days at her request or as the result of an exchange with another employee, the regular on-call rate shall apply.

35.03 Pocket Pagers/Modems

When an Employee is supplied a pocket pager or modem by the Employer for the purpose of an on-call duty, there shall be no cost to the Employee for the use of the pocket pager or modem.

LETTER OF UNDERSTANDING

between

GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(On behalf of Local 047/011)

Re: Employment Insurance Rebate

The parties agree that the unionized Employees' share of Employment Insurance Rebate Funds are to be placed in The Good Samaritan Society Social Fund.

If the Union provides three (3) months notice prior to commencement of the fiscal year (April 1), the parties agree that the unionized Employee's share of EI Rebate funds may be placed in a Community Services Social Fund, administered by a Community Services Social Committee comprised of representatives from the unionized Employees employed at the unionized sites.

It is agreed the amount for the fiscal year will be determined by the previous fiscal year recovery.

This Letter of Understanding shall be in force and effect in accordance with Article 1, Terms of Agreement.

DATED AT Edmonton, Alberta THIS 27 DAY OF JANUARY, 2002.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



LETTER OF UNDERSTANDING

between

GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(On behalf of Local 047/011)

Re: Article 5.06(c)


1. The parties will agree to meet with the FOIP commissioner to discuss the release of personal Employee information.
2. If the parties receive a ruling that the Employer may release this personal information without an Employee's written direction to release this information, Article 5.06 will be amended as follows.

5.06 (c) Particulars, identifying each Employee in a printed form, or magnetic disc or tape file showing the Employee name, Employee number, base earnings for the period, Employee address, Employee phone number, Employee status and classification code, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.

3. This Letter of Understanding will expire on June 30, 2003.

DATED AT Edmonton, Alberta THIS 28 DAY OF JANUARY, 2002.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



LETTER OF UNDERSTANDING

between

GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(~~On~~behalf of Local 047/011)

Re: Floater Holiday for Options Program


The parties agree that Employees employed in the Options Program who are eligible for a Floater Holiday pursuant to Article 25.01, shall take that Floater Holiday on Easter Monday of each year.

For the 2002 calendar year only, Employees employed in the Options Program who are eligible for a Floater Holiday pursuant to Article 25.01 shall be paid .4% in lieu of a Floater Holiday.


This Letter of Understanding shall be in force and effect in until June 30, 2003.

DATED AT Edmonton, Alberta THIS 28 DAY OF JANUARY, 2002.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047, Chapter 011

Re: Transitional Provisions -- Article 12: SENIORITY

The parties hereby agree to the following:

1. Seniority for all employees employed on the date of ratification shall be determined based on the provisions of Article 12.
2. An Employee list shall be posted in the workplace for a period of thirty (30) consecutive calendar days following the date of ratification. The Date of Hire beside each Employee on this list shall be utilized to determine continuous service for the purposes of determining each regular Employee's seniority. For Relief Employees, the Date of Hire on this list will represent the Employee's last date of hire, not the Employee's seniority date.
3. Each regular Employee shall have thirty (30) consecutive calendar days from the date the Employee List is posted, to advise the Employer, in writing, if she believes her seniority date is incorrect. In the event this occurs and the Employer and the regular Employee mutually agree on another seniority date, the seniority date shall be revised accordingly. If mutual agreement is not reached, the strict provisions of Article 12 shall apply.
4. In the event that a regular Employee does not advise the Employer of an incorrect date within thirty (30) consecutive calendar days of the seniority list being posted, the Date of Hire outlined in the Employee List shall apply.

5. This Letter of Understanding shall expire on August 1, 2002.

DATED AT Edmonton, Alberta THIS 28 DAY OF JANUARY, 2002.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047, Chapter 011

Re: Performance Appraisal Sub-committee

Where it is the intent of the parties to create a forum for the discussion of performance appraisals, the Parties agree as follows:

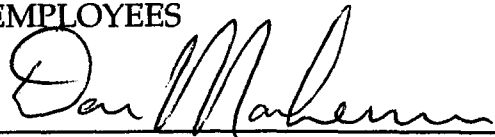
1. Within ninety (90) days of the ratification of this Collective Agreement, the Parties to this Collective Agreement shall establish a Performance Appraisal **Sub**-committee.
2. The Sub-committee will be comprised of Employer and Union Representatives,
3. The Parties will meet to discuss issues arising out of the administration of the Article 15 of the Collective Agreement regarding Performance Appraisals.
4. The purpose of the Sub-committee will be to:
 - (a) exchange information;
 - (b) engage in discussions; and
 - (c) make recommendations to their respective principals regarding the ongoing administration of Article 15 of the Collective Agreement.
5. The Sub-committee shall establish Terms of Reference outlining the purpose of the Sub-Committee, its key functions, Sub-committee membership, and the reporting relationships for each of the Parties.

DATED AT Edmonton, Alberta **THIS** 28 DAY OF JANUARY, 2002.

SIGNED ON **BEHALF** OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047, Chapter 011

Re: Lump Sum Payment

It is agreed by the parties that:

1. (a) All Employees who were employed by the Employer on the date of ratification shall receive a lump sum payment calculated as follows:

7%	X	Regular Hours worked between July 1, 2000 and June 30, 2001	X	Basic Rate of Pay on June 30, 2001
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- (b) Such amount calculated above, shall be paid to Employees no later than sixty (60) days following the date of ratification.

DATED AT Edmonton, Alberta THIS 28 DAY OF JANUARY, 2002.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY

Kyee Johnson

SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Don Mahem

SALARIES APPENDIX

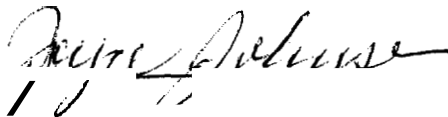
Salary Schedule

	<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step6</u>
Community Services Worker						
Current	\$9.85	\$10.65	\$11.45	\$12.25	\$13.05	\$13.84
July1, 2001 (+5%)	\$10.34	\$11.18	\$12.02	\$12.86	\$13.70	\$14.53
July1, 2002 (+4%)	\$10.75	\$11.63	\$12.50	\$13.37	\$14.25	\$15.11
Team Coordinator						
Current	\$13.52	\$13.83	\$14.18	\$14.51	\$14.84	\$15.15
July1, 2001 (+5%)	\$14.20	\$14.52	\$14.89	\$15.24	\$15.58	\$15.91
July1, 2002 (+4%)	\$14.77	\$15.10	\$15.49	\$15.85	\$16.20	\$16.55

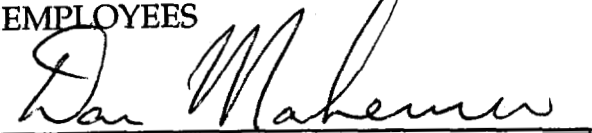
Note:

- Relief Employees are not entitled to increments and will be paid the basic rate of pay at Step 1 during the life of the Collective Agreement.
- A Part-time Employee who also works relief shifts shall be paid at Step 1 when working such relief shifts at a location other than the location of her regularly scheduled hours of work.
- Sleep hours will be paid at the minimum wage as set forth in the Employment Standards Code.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047, Chapter 011

Re: The Application of the Collective Agreement - Temporary Employees

1. The parties hereby agree that all provisions of this Collective Agreement shall apply to temporary Employees except where amended by the following:
 - (i) Article 15 (Performance Appraisals)
 - (ii) Article 22 (Appointments, Transfers and Promotions). During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
 - (a) such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 22.01. In the event that such Employee is successful on a posting pursuant to Article 22.01, the Employer shall not be required to post any resulting vacancy, of less than three (3) months.
 - (b) Where a vacancy for a temporary position exists, **such** Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired.
 - (i) Article 30 (Employee Benefits Plan) prior to the completion of three (3) months of continuous service.
 - (iv) Article 13 (Layoff and Recall)which are superseded by the following:
2.
 - (a) a temporary Employee shall not have the right to grieve the termination of the term position.
 - (b) the Employer shall provide at least seven (7) calendar days written notice of termination of her term position.

- (c) a regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 13 when no longer required in the temporary capacity.

DATED AT Edmonton, Alberta THIS 28 DAY OF JANUARY, 2002.

SIGNED ON BEHALF OF THE
GOOD SAMARITAN SOCIETY



SIGNED ON BEHALF OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES



2003

JANUARY							FEBRUARY							MARCH						
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OCTOBER							NOVEMBER							DECEMBER						
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26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													



Solidarity Place Edmonton

10451 - 170 Street
Edmonton AB T5P 4S7
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Fax: (780)930-3392

Calgary Regional Office

2120 Kensington Road NW
Calgary AB T2N 3R7
Ph: (403)531-8600
Fax: (403)283-7328

Southern Regional Office

#203, 1921 Mayor Magrath Dr. S.
Lethbridge AB T1K 2R8
Ph: (403)329-1210
Fax: (403)327-5827

Northwest Regional Office

2nd Floor, 10036 - 100 Street
Peace River AB T8S 1S9
Ph: (780)624-2424
Fax: (780)624-4859

Athabasca

Gloria Rein
Fax: (780)675-3727

East Central Regional Office

4704F - 49 Avenue
Camrose AB T4V 3K9
Ph: (780)672-8877
Fax: (780)672-2296

Central Regional Office

4910 - 52 Street
Red Deer AB T4N 2C8
Ph: (403)343-2100
Fax: (403)340-1210

Northeast Regional Office

5002 - 49 Avenue
St. Paul AB T0A 3A0
Ph: (780)645-6556
Fax: (780)645-2447

**All of our Offices can be reached
via toll-free telephone at 1-800-232-7284**

Our Website Address is: <http://www.aupe.org>