

**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**

**Covering all Employees at:**

**Beverly Group Home  
Aldergrove Group Home  
Canora Group Home  
Castlepark Group Home  
Dunvegan Group Home  
The Greens Group Home  
MGM Group Home  
West Jasper Sherwood Group Home  
Primrose Group Home  
OPTIONS Program  
Westpark Group Home**

**Lighthouse Group Home  
Meadowbrook Group Home  
Meadowlark Group Home  
The Meadows Group Home  
Southwood Group Home  
Fountain Lake Group Home  
Knottwood Group Home  
Bungalow Group Home  
Kensington Group Home  
Hudson Lake Group Home**

**Expiry June 30, 2009**

**12164 (05)**

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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, 2009 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:

The Chief Executive Officer  
The Good Samaritan Society  
8861 75<sup>th</sup> Street  
Edmonton, Alberta  
T6C 4G8

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 "Local" means Local 47 of the Union.
- "Chapter" means a component of a Local established to facilitate the collective bargaining and contract administration of the Union as determined by the Union.

- 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 "Position" shall mean:
- (a) the Employee status
  - (b) the classification
  - (c) full-time equivalent
- 2.12 "Shall" will be seen as mandatory rather than directory.
- 2.13 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.14 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.
- 2.15 "Certificate" is the certificate noted as Certificate 222-2005 issued by the Alberta Labour Relations Board.

### ARTICLE 3

#### Application

- 3.01 The Collective agreement shall apply to all Employees of the bargaining unit.
- (a) All Articles of this Agreement apply to Full Time Employees unless otherwise specified in the Article.
  - (b) All Articles of this Agreement apply to Part Time Employees (on a pro-rata basis) unless otherwise specified in the Article.
  - (c) 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 a location covered by the Certificate.
- 3.02 Employees shall be compensated for work performed in accordance with the provisions set out in this Collective Agreement.

- 3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

#### ARTICLE 4

##### Union Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement and the Certificate and the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
- 4.02 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union.
- 4.03 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.
- 4.04 Employees shall be permitted to wear a union lanyard or a lapel pin representative of their Union during all hours of employment.
- 4.05 The Union shall 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.

- 4.06 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 or at the Union orientation. The printing of the Collective Agreements will be processed at a unionized print shop.
- 4.07 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) The Employer shall, remit dues within five (5) days of the day they have been deducted from pay.



(c) Particulars, identifying each Employee in a printed form, 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 supplied to Employees for income tax purposes.

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

5.09 Twice every calendar year the Employer shall provide to the Union, a list of all Employees in the bargaining unit and their mailing addresses known to the Employer.

## 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 agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his job, as soon as reasonably possible for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 7.02 The Employer acknowledges the right of the Union to elect or appoint Employees in the bargaining unit as Union Stewards. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 7.03 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.
- 7.04 The Employer recognizes the Union Steward as an official representative of the Union.
- 7.05 A Union Steward may at the request of an Employee, accompany or represent her in an investigation meeting, during a disciplinary meeting or during 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.
- 7.06 A list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Client Services Manager. The Human Resources Department shall be advised in writing of any change to her list. The list shall be updated by the Union annually.
- 7.07 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when meeting, dealing or negotiating with the Employer or 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.

8.02 Union Representatives Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.

- (c) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other benefit plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (d) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

## 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.

### Harassment

- 9.02 The Union, the Employer and employees recognize the right of all persons to live and work in an environment free from harassment.

## 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 the dismissal of an Employee serving a probation period.
- 10.02 An Employee shall have the right to have a Union Representative present during any disciplinary meeting with the Employer.

- 10.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action. Copies of all disciplinary letters issued shall be forwarded to the Union within fourteen (14) calendar days giving particulars of the incident and all disciplinary notices shall be signed as being received by the Employee and the department head.
- 10.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.
- 10.05 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the eighteen (18) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 10.06 (a) Upon not less than one (1) working days notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their personnel records and shall on request be provided with copies of materials contained in such records, which shall be corrected if inaccurate.
- (b) Where an Employee has requested the entire contents of the file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.

## 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 Employer. Union Officers of Local 047 of the Union, 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 Union 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.

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. The Program Manager shall render a decision in writing to the Employee and the Union within ten (10) days of the discussion.

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 Director 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 Director of Operations (or designate), submit the grievance(s) in writing, specifying the nature of the grievance(s) and redress sought, to the Director of Operations (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 Vice President (or designate) is unsatisfactory, either party to the agreement may, within ten (10) working days of the Vice President's 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 Vice President, or designate, under Step III 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 its 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 shall be recognized across the bargaining unit covered by this Collective Agreement.

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

- 12.03 Seniority shall be considered in determining:
- (a) preference of vacation time subject to the provisions of Article 26;
  - (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.

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

12.05 Within three (3) months of the effective date of this Collective Agreement the Chair of the Chapter will place in the Union binders or bulletin board 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.

12.06 The seniority list will be updated by the Employer not less frequently than every six (6) months. Copies of said seniority lists will be provided to the 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.

12.07 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) accepts a permanent management position; or
- (h) 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.

## 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 Regular Employee on layoff has been recalled to a Temporary position, the twelve (12) month period shall be suspended during her Temporary position, and shall recommence upon the termination of the Temporary position for the 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 and not later than five (5) calendar days following the date of the telephone call, receipt of the 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 fewer 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 fewer 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 any resultant vacancy in accordance with the provisions of this Article if possible.

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 bargaining unit 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 four hundred and sixty-five (465) hours worked or three (3) 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 her progress during the probationary period.
- 14.02 The Employer shall provide a written evaluation of each probationary Employee one (1) month prior to the completion of her probationary period.
- 14.03 The probationary period may be extended by an additional four hundred and sixty-five (465) hours worked or three (3) months. However, in no event will an Employee's total probationary period exceed nine hundred and thirty (930) hours. 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 her performance appraisal, and shall have the right to respond in writing within thirty (30) 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 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 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.
- 16.04 The Employer and the Union agree that there shall be an Employee Management Advisory Committee consisting of a maximum of six (6) persons, with equal representation from the parties.
- 16.05 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the site Chairperson from time to time.

## 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 eighty (80) hours over a period of fourteen (14) calendar days and the normal daily hours of work shall be eight (8) 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 sixteen (16) 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 eighty (80) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to eight (8) 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 or comparable provisions of the Employment Standards Code or Regulations in effect for Employees employed in non-institutional residential care.

17.02 All Employees shall be permitted one (1) fifteen (15) minute paid 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. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice and without the Employee's consent, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule;

(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 unreasonably 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 eight (8) 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 eighty (80) 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 or comparable provisions of the Employment Standards Code or Regulations, shall be one and one-half (1 1/2X) times the applicable basic hourly rate for the first two (2) hours worked and two (2X) times the applicable basic hourly rate thereafter.
- (d) Notwithstanding Article 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 or comparable provisions of the Employment Standards Code or Regulations.

## 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.
- (a) The Employer shall recognize upon hire, the relevant experience of an Employee obtained from other services. 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 with the Employer will have their increment level maintained.

19.03 Paydays shall be on a bi-weekly basis by direct deposit.

19.04 (a) A Full-time Employee shall be entitled to an increment on the completion of two thousand and twenty-two point seven-five (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 point seven-five (1,929.75) hours exclusive of overtime.

19.05 Retroactivity

Any Employee whose employment has terminated prior to the date of ratification and would have been eligible to receive retroactive pay but for the termination of employment may be eligible to receive retroactive pay only upon submitting a written application for retroactive pay to the Employer within thirty (30) days after the date of ratification.

19.06 (a) For each twenty-four (24) hour period spent in a camp setting, a thirty dollar (\$30.00) camp allowance shall be paid to participating Employees. In the event that an Employee is incapacitated as a result of an accident sustained in the discharge of her duties while participating in this program, it is understood that the provisions of the Workers' Compensation Act shall apply.

- (b) Attendance at camp shall be by mutual agreement between the Employer and the Employee.

- (c) An Employee shall be paid her basic rate of pay for eight (8) hours for each day in attendance at the camp.

## ARTICLE 20

### Leaves 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 a leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal of employment which shall be reported to the Union.

- (b) Leave 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 requires approval by the 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                                    fiancé  
 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 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 or an emergent situation in the immediate family requiring the Employee's personal attention, she shall notify 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 An Employee may request compassionate leave to care for a critically ill qualified relative in the end-stage of life. A qualified relative means a person in relationship to the employee for whom the employee would be eligible for the compassionate care benefit under the Employment Insurance Compassionate Care Benefits program legislation. In such case, an employee shall be entitled to leave of absence without pay for a period of up to six (6) months.

20.10 Relief Employees

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

ARTICLE 21

Orientation and 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 the orientation programs prescribed by the Employer such as the general orientation, program orientation and site orientation.

Such orientation programs shall be without charge to the Employees and an Employee who attends shall be compensated at her basic rate of pay for all such hours.

21.03 When required by the Employer to attend an in service training program, such in service training program shall be without charge to the Employees and an Employee shall be compensated at her basic rate of pay for all such hours. An Employee who requests and is approved by the Employer to attend an in-service training program or other training course or seminar shall suffer no loss of pay.

## 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 Union.
- (c) If the position is a temporary one, the posting shall state the anticipated duration of such position.
- (d) For information purposes only, a notice of vacancy may specify the number of hours per shift, shift pattern and the shift cycle and the group home to which the position is assigned at the time of the posting.

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 PPDD 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 (a) 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.
- (b) 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 her 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 shall provide the Employer with fourteen (14) calendar days' notice of her desire to resign from her employment.

24.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which 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 30<sup>th</sup> of that contract year, to be taken between July 1 and December 31<sup>st</sup> of each 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, PPDD 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 her 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 eight (8) 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 her employment terminated or be disciplined solely by virtue of using or having exhausted her 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 a 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 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 Employer 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 monies 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 A Committee will be established to consider matters of Occupational Health and Safety for the Employer's Program for Persons with Developmental Disabilities.
- 29.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 29.03 The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit for every fifty (50) Employees as members of this Committee. This Committee may include representatives from other Employee groups, however, the number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups represented.
- 29.04 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

### Occupational Health and Safety

- 29.05 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to:

- (a) provide safety equipment when required;
- (b) install devices where necessary;
- (c) identify situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations;
- (d) assist in the development and promotion of measures to protect the health of Employees in the facility and to check the effectiveness of such measures.

29.06 The Employer will co-operate with the Committee by providing:

- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference.
- (b) data pertaining to workplace health and safety conditions.

29.07 An Employee's right shall be respected in accordance with the Occupational Health and Safety Code.

29.08 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.

29.09 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee at the work site and may make recommendations to the Employer in that regard. The Employer shall reply in writing to the Health and Safety Committee within thirty (30) calendar days of receipt of the recommendations.

#### Imminent Danger

29.10 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out her work.

29.11 The Employer agrees that it will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged client abuse by an Employee or of alleged assault on an Employee.

## 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.
- 30.10 Temporary Employees
- This Article shall have no application to Temporary 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-nine cents (39¢) per kilometer, or the rates reflected in the Good Samaritan Society's policy, whichever is greater.
- 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 or comparable provisions of the Employment Standards Code or Regulations 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.

## 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 two dollars and twenty five cents (\$2.25) per hour; and
- (a) On scheduled days of rest and Named Holidays, the sum of three dollars and twenty-five cents dollars (\$3.25) 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 on the same day.
- (b) Wherever possible, an 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 (8<sup>th</sup>) 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 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 PPDD Social Fund, administered by a PPDD 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SIGNED ON BEHALF OF THE  
GOOD SAMARITAN SOCIETY

SIGNED ON BEHALF OF THE  
ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

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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.

This Letter of Understanding shall be in force and effect until June 30, 2009.

DATED AT Edmonton, Alberta THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SIGNED ON BEHALF OF THE  
GOOD SAMARITAN SOCIETY

SIGNED ON BEHALF OF THE  
ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

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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: 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.
  - (iii) 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SIGNED ON BEHALF OF THE  
GOOD SAMARITAN SOCIETY

SIGNED ON BEHALF OF THE  
ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

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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: Bulletin Board for Options Program

The parties agree that the provisions of Article 4.06 shall be amended for the Options Program as follows:

4.06 The Employer shall provide bulletin board space in a reasonably accessible location where 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 post anything objectionable to the Employer.

This Letter of Understanding shall be in force and effect until June 30, 2009.

DATED AT Edmonton, Alberta THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SIGNED ON BEHALF OF THE  
GOOD SAMARITAN SOCIETY

SIGNED ON BEHALF OF THE  
ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

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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 Signing Bonus Payment

1. Effective December 20, 2007, all Employees shall receive a lump sum signing bonus payment calculated as follows:

5%	X	Total regular earnings from April 1, 2006 - March 31, 2007
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DATED AT Edmonton, Alberta THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SIGNED ON BEHALF OF THE  
GOOD SAMARITAN SOCIETY

SIGNED ON BEHALF OF THE  
ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

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LETTER OF UNDERSTANDING

between

THE GOOD SAMARITAN SOCIETY

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Severance

Purpose

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

Severance Offering and Eligibility

2. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending June 30, 2009, or upon ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of AUPE certified regular Employees within a separate certified bargaining unit covered by this Collective Agreement.
  - (b) Employees on full layoff will not be eligible to apply for the program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
  - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of AUPE certified regular Employees.
4. The Program, when offered by the Employer, will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.

5. An approved severance will be calculated as follows:
  - (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - (b) Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay).
  - (c) For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

#### Severance Approval

6.
  - (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
  - (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the regular Employee's full-time equivalency, or a comparable full-time equivalency.
  - (c) Program transfers affecting other bargaining units may be taken into account when assessing comparable full-time equivalencies.
  - (d) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

#### Operation of the Program

7. An Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 10: Layoff/Recall.
  - (a) Employees whose application for severance are approved will not be eligible for rehire by the Employer, for the period of the severance.
  - (b) The Employee may be considered for rehire by the Employer provided they repay the severance that was received, or, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.



This Letter of Understanding shall expire on June 30, 2009, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## Salary Appendix - PPDD Collective Agreement with AUPE

### Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Community Services Worker</b>						
	11.40	12.34	13.27	14.18	15.12	16.03
July 1, 2007 (3.5%)	11.80	12.77	13.73	14.68	15.65	16.59
July 1, 2008 (3.5%)	12.21	13.22	14.21	15.19	16.20	17.17
<b>Team Coordinator</b>						
	15.67	16.02	16.43	16.82	17.18	17.56
July 1, 2007 (3.5%)	16.22	16.58	17.01	17.41	17.78	18.17
July 1, 2008 (3.5%)	16.79	17.16	17.61	18.02	18.40	18.80

**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.
- Sleep hours will be paid at the minimum wage as set forth in the Employment Standards Code.
- When an Employee is transferred from the Community Services Worker classification, she shall be advanced to the start rate of the Team Coordinator classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In that case, she shall be advanced to the next higher step that provides the employee with an increase in her Basic Rate of Pay.

LETTER OF AGREEMENT

between

THE GOOD SAMARITAN SOCIETY

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Wage Reopener

In the event that PDD funding is increased by greater than 3%, the Parties agree to a wage reopener to adjust all rates effective July 1, 2008.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

Dated at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

For The Employer

For the Union

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