

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CHRISTENSON COMMUNITIES LTD.**

**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(All Employees at Royal Oak Manor, Lacombe)**

**February 1, 2016 to February 1, 2020**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1: TERM OF COLLECTIVE AGREEMENT .....	1
ARTICLE 2: DEFINITIONS .....	2
ARTICLE 3: MANAGEMENT RIGHTS .....	3
ARTICLE 4: UNION RECOGNITION/REPRESENTATION.....	4
ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP.....	5
ARTICLE 6: NO DISCRIMINATION .....	6
ARTICLE 7: BULLETIN BOARD .....	6
ARTICLE 8: PROBATIONARY PERIOD .....	6
ARTICLE 9: HOURS OF WORK .....	7
ARTICLE 10: WORK SCHEDULES AND SHIFTS .....	7
ARTICLE 10A: MODIFIED HOURS OF WORK .....	9
ARTICLE 11: OVERTIME .....	10
ARTICLE 12: SALARIES.....	11
ARTICLE 13: RECOGNITION OF EXPERIENCE.....	11
ARTICLE 14: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM.....	12
ARTICLE 15: TRANSPORTATION ALLOWANCE.....	12
ARTICLE 16: VACATION WITH PAY.....	13
ARTICLE 17: NAMED HOLIDAYS .....	17
ARTICLE 18: SICK LEAVE .....	18
ARTICLE 19: WORKERS' COMPENSATION.....	20
ARTICLE 20: EMPLOYEE BENEFIT PLAN .....	21
ARTICLE 21: PENSION PLAN.....	23
ARTICLE 22: SENIORITY.....	23
ARTICLE 23: PROMOTIONS, TRANSFERS AND VACANCIES.....	24
ARTICLE 24: LAYOFF AND RECALL.....	25
ARTICLE 25: NOT ALLOCATED .....	26
ARTICLE 26: NOT ALLOCATED .....	26
ARTICLE 27: NOT ALLOCATED .....	26

ARTICLE 28: LEAVES OF ABSENCE .....	26
ARTICLE 29: IN-SERVICE PROGRAMS.....	30
ARTICLE 30: COURT APPEARANCE .....	31
ARTICLE 31: EVALUATIONS AND PERSONNEL FILES.....	31
ARTICLE 32: DISCIPLINE, DISMISSAL & RESIGNATION .....	32
ARTICLE 33: RESIGNATION/TERMINATION.....	32
ARTICLE 34: JOB DESCRIPTIONS .....	33
ARTICLE 35: JOB CLASSIFICATIONS .....	33
ARTICLE 36: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE.....	34
ARTICLE 37: OCCUPATIONAL HEALTH AND SAFETY .....	34
ARTICLE 38: NOT ALLOCATED .....	35
ARTICLE 39: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES .....	35
ARTICLE 40: NOT ALLOCATED .....	37
ARTICLE 41: GRIEVANCE PROCEDURE .....	37
ARTICLE 42: NOT ALLOCATED .....	40
ARTICLE 43: COPIES OF COLLECTIVE AGREEMENT.....	40
SALARIES APPENDIX.....	41
LETTER OF UNDERSTANDING #1 .....	42
Re: Severance.....	42
LETTER OF UNDERSTANDING #2 .....	44
Re: Flexible Health Spending Account .....	44
Appendix "A".....	46

**ALPHABETICAL INDEX**

ARTICLE 11: OVERTIME  
ARTICLE 11 ..... 10

BULLETIN BOARD  
ARTICLE 7 ..... 6

COPIES OF COLLECTIVE AGREEMENT  
Article 43..... 40

COURT APPEARANCE  
ARTICLE 30 ..... 31

DEFINITIONS  
ARTICLE 2 ..... 2

DISCIPLINE, DISMISSAL & RESIGNATION  
ARTICLE 32 ..... 32

DUES DEDUCTION AND UNION MEMBERSHIP  
ARTICLE 5 ..... 5

EMPLOYEE BENEFIT PLAN  
ARTICLE 20 ..... 21

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE  
ARTICLE 36 ..... 34

EVALUATIONS AND PERSONNEL FILES  
ARTICLE 31 ..... 31

GRIEVANCE PROCEDURE  
ARTICLE 41 ..... 37

HOURS OF WORK  
ARTICLE 9 ..... 7

IN-SERVICE PROGRAMS  
ARTICLE 29 ..... 30

JOB CLASSIFICATIONS  
ARTICLE 35 ..... 33

JOB DESCRIPTIONS  
ARTICLE 34 ..... 33

LAYOFF AND RECALL	
ARTICLE 24 .....	25
LEAVES OF ABSENCE	
ARTICLE 28 .....	26
MANAGEMENT RIGHTS	
ARTICLE 3 .....	3
MODIFIED HOURS OF WORK	
ARTICLE 10A .....	9
NAMED HOLIDAYS	
ARTICLE 17 .....	17
NO DISCRIMINATION	
ARTICLE 6 .....	6
NOT ALLOCATED	
ARTICLE 25 .....	26
Article 26.....	26
Article 27.....	26
Article 38.....	35
Article 40.....	37
Article 42.....	40
OCCUPATIONAL HEALTH AND SAFETY	
ARTICLE 37 .....	34
PART-TIME, TEMPORARY AND CASUAL EMPLOYEES	
ARTICLE 39 .....	35
PENSION PLAN	
ARTICLE 21 .....	23
PREAMBLE.....	1
PROBATIONARY PERIOD	
ARTICLE 8 .....	6
PROMOTIONS, TRANSFERS AND VACANCIES	
ARTICLE 23 .....	24

Re: Flexible Health Spending Account	
LETTER OF UNDERSTANDING #2.....	44
Re: Severance	
LETTER OF UNDERSTANDING #1.....	42
RECOGNITION OF EXPERIENCE	
ARTICLE 13 .....	11
RESIGNATION/TERMINATION	
ARTICLE 33 .....	32
SALARIES	
ARTICLE 12 .....	11
SALARIES APPENDIX.....	41
SENIORITY	
ARTICLE 22 .....	23
SHIFT DIFFERENTIAL AND WEEKEND PREMIUM	
ARTICLE 14 .....	12
SICK LEAVE	
ARTICLE 18 .....	18
TERM OF COLLECTIVE AGREEMENT	
Article 1.....	1
TRANSPORTATION ALLOWANCE	
ARTICLE 15 .....	12
UNION RECOGNITION/REPRESENTATION	
ARTICLE 4 .....	4
VACATION WITH PAY	
ARTICLE 16 .....	13
WORK SCHEDULES AND SHIFTS	
ARTICLE 10 .....	7
WORKERS' COMPENSATION	
ARTICLE 19 .....	20

**THIS COLLECTIVE AGREEMENT made this 28th day of April A.D. 2017,**

**- Between -**

**CHRISTENSON COMMUNITES LTD.**

**AT**

**ROYAL OAK MANOR  
LACOMBE, ALBERTA**

**-and-**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(on behalf of All Employees)**

### **PREAMBLE**

It is jointly agreed between the parties that the primary purpose of the Employer is to provide the Resident with efficient and competent services, and it is the intent of the parties to:

- (a) ensure the provision of the best possible service and quality Resident care;
- (b) protect the interest of Residents, Employees, Employer and the Community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

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

1.01 The terms of this Collective Agreement shall be effective on and from February 1, 2016 to February 1, 2020, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party under the Labour Relations Code, provisions of the Collective Agreement shall continue until either:

- (a) a settlement is agreed upon and a new Collective Agreement is signed; or
- (b) if a settlement is not agreed upon, a new Collective Agreement is signed as provided in the Labour Relations Code; or

- (c) a strike or lockout commences.

## **ARTICLE 2: DEFINITIONS**

- 2.01 “Employer” shall mean Christenson Communities Ltd. at Royal Oak Manor in Lacombe and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 2.02 “Union” means the Health Sciences Association of Alberta.
- 2.03 “Employee” shall mean any Employee of the Employer for whom the Union has attained the status of bargaining agent through Certificate 20-2012 issued by the Alberta Labour Relations Board (as amended from time to time), and whose employment is designated as:
  - (a) “Regular Employee” is one who works on a full-time or part-time basis:
    - (i) “Full-time Employee” shall mean an Employee who is regularly scheduled to work the hours specified in Article 9 (Hours of Work) and Article 10A (Modified Hours of Work);
    - (ii) “Part-time Employee” shall mean an Employee who works scheduled shifts specified in the Hours of Work articles provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment.
  - (b) “Casual Employee” shall mean a person who:
    - (i) works on a call-in basis and is not regularly scheduled; or
    - (ii) is regularly scheduled for a period of ninety (90) days or less for a specific job; or
    - (iii) relieves for an absence the duration of which is ninety (90) days or less.
  - (c) “Temporary Employee” shall mean an Employee who is hired for a full-time or a part-time position:
    - (i) for a fixed term of from ninety (90) days to eighteen (18) months inclusive;
    - (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of ninety (90) days;



- (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of ninety (90) days;
  - (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- 2.04 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix, exclusive of all allowances and premiums.
- 2.05 For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.
- 2.06 The feminine gender shall mean and include the masculine and similarly the singular shall mean the plural and vice versa as applicable.
- 2.07 “Shift” means 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 0800 hours.
- 2.08 “Month” is the period of time between the date in one month and the preceding date in the following month.
- 2.09 “Auxiliary Nursing” refers to those classifications providing nursing care and applies to the Health Care Aide, Recreation Aide and Licensed Practical Nurse classifications.
- 2.10 “General Support Services” refers to those classifications where the primary function is general support activities and applies to Clerical/Administrative classifications.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 Management reserves all rights not specifically restricted or limited by this Collective Agreement.
- 3.02 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;

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

#### **ARTICLE 4: UNION RECOGNITION/REPRESENTATION**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the unit as defined by the certificate issued by the Labour Relations Board as "all employees at Royal Oak Manor" in Lacombe and any amendments thereto.
- 4.02 No employee will be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Human Resources Manager or designate of the Employer with a copy to the Human Resources Department and the Union with a copy to the Chair of the Local Unit.
- 4.04 An employee shall not engage in Union business during her working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Chair one (1) week in advance of the orientation where practicable.

- 4.07 The name of an Union representative shall be supplied in writing to the Employer before she is recognized as an Union representative. A representative of the Union shall be entitled to leave work to carry out her functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

#### **ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP**

- 5.01 Membership in the Union is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union. Such deductions shall be forwarded to the Union, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name, mailing address, classification and category (regular, temporary, casual) of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings. Such list shall indicate newly hired and terminated Employees, and where the existing computer system is capable, the increment level and Employees reclassified, promoted or transferred outside the scope of the Collective Agreement.
- (b) For the purposes of this article, "gross earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- (c) An electronic copy of monthly dues as outlined above shall be supplied to the Union.
- 5.03 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Union shall give not less than thirty (30) days notice of any change at the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an employee for income tax purposes.
- 5.06 The Union shall give not less than thirty (30) days notice of a Special Assessment deduction.

## **ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an Employee by reason of race, colour, religious belief, national origin, ancestry, political or religious affiliation, gender, sexual orientation, marital status, family status, source of income, age, physical disability, mental disability nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of any employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

## **ARTICLE 7: BULLETIN BOARD**

- 7.01 The Employer shall provide a bulletin board which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- 7.02 The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

## **ARTICLE 8: PROBATIONARY PERIOD**

- 8.01 A new Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked. 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.
- 8.02 The probationary period may be extended by up to an additional five hundred and three point seven five (503.75) hours or less. However, in no event will an Employee's total probationary period exceed one thousand and seven point five zero (1,007.50) hours.
- 8.03 The Employer shall consult with the Union before an Employee's probationary period is extended.
- 8.04 The Employer shall provide a written evaluation of each probationary Employee prior to the completion of her probationary period.
- 8.05 An Employee who has completed her probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

## **ARTICLE 9: HOURS OF WORK**

9.01 Regular hours of work, exclusive of meal periods shall be:

- (a) seven and three-quarters (7 3/4) work hours per day, and
- (b) an average of seventy seven and one half (77 1/2) work hours in a 14 day calendar period.

9.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarters (7 3/4) hours; or
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours. The fifteen (15) minutes shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee(s) and the Employer; and
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- (d) Availability During Meal Periods

When an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

9.03 If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift. Where that is not possible she shall be paid for the meal period or rest period at one and half times (1 1/2X) her Basic Rate of Pay.

## **ARTICLE 10: WORK SCHEDULES AND SHIFTS**

10.01 An employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

## 10.02 **Shift Scheduling Standards and Premiums for Non-Compliance**

- (a) Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:
  - (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
  - (ii) not more than six (6) consecutive scheduled days of work;
  - (iii) two (2) consecutive days of rest in a fourteen (14) calendar day period;
  - (iv) no split shifts;
  - (v) no shift shall be less than three (3) hours;
  - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular full-time employees who perform the work involved. For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (b) Shift schedules shall be posted not less than twenty eight (28) calendar days in advance.
- (c) When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.
- (d) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.
- (e) Employees may exchange shifts and/or days off with the prior written approval of the Employer provided no increase in cost is incurred by the Employer.

## 10.03 **Reporting Pay**

Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for the full length of the shift or three (3) hours, whichever is the greater, at the Employee's regular rate of pay.

10.04 The Employer will provide the Union with an authorized copy of all work schedules upon request.

#### **ARTICLE 10A: MODIFIED HOURS OF WORK**

10A.01 Regular hours of work in the modified work schedule:

- (a) scheduling of hours has Employees working longer hours each day paid at regular rate balanced by having Employees working fewer days.
- (b) Employees shall work up to eleven (11) hours and five (5) minutes per day.

10A.02 Regular hours of work shall be deemed to:

- (a) include as scheduled by the Employer, three rest periods of fifteen minutes (15) during each working shift of not less than eleven (11) hours and five (5) minutes;
- (b) exclude as scheduled by the Employer two meal periods of thirty (30) minutes during each shift of not less than eleven (11) hours and five (5) minutes;

10A.03 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:

- (a) at least eleven (11) hours and fifty five (55) minutes off duty between shifts;
- (b) not more than four (4) consecutive scheduled days of work;
- (c) no split shifts.

10A.04 Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular daily hours specified in 10A.01 above or on scheduled days of rest.

10A.05 Except by mutual agreement between the Employer and the Union an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this article.

10A.06 Employees working modified hours of work shall have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefit and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits or entitlements.

10A.07 Modified regular full-time hours of work exclusive of meal periods shall be seventy seven (77) hours and thirty five (35) minutes work hours in a fourteen (14) calendar day period.

#### **ARTICLE 11: OVERTIME**

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

- (a) in excess of seven and three-quarter (7 3/4) work hours per shift for Employees scheduled to work pursuant to the Hours of Work Article and;
- (b) in excess of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period for Employees scheduled to work pursuant to the Hours of Work Article; or
- (c) in excess of eleven (11) hours and five (5) minutes of work per shift for Employees scheduled to work pursuant to the Modified Hours of Work Article and;
- (d) in excess of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period for Employees scheduled to work pursuant to the Modified Hours of Work Article.

11.02 The overtime rate of one and one-half times (1 1/2X) the applicable basic hourly rate shall be paid for the first two (2) hours of overtime worked, and double time (2X) thereafter.

11.03 Employees shall not be required to layoff during their regular shift to equalize any overtime worked previously.

- 11.04
- (a) The Employer shall effect payment of overtime pay at the overtime rate, unless the Employer has approved the banking of time off in lieu of overtime in accordance with this article.
  - (b) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
  - (c) Time off in lieu of overtime may be taken at a time mutually agreed upon by the Employer and the Employee.
  - (d) Time off in lieu of overtime may be banked for a period of three months. Any time off in lieu of overtime that is not taken within three (3) months of being earned shall be paid out at the overtime rate.
  - (e) Notwithstanding the foregoing, any time off in lieu of overtime that is banked but not used by March 31 of each year shall be paid out.



## **ARTICLE 12: SALARIES**

- 12.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
- (a) be effective on the dates specified therein;
  - (b) be applicable to an employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
  - (c) form a part of this Collective Agreement.
- 12.02 (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 and Casual 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.
- 12.03 Both parties to this Collective Agreement recognize that an employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment maybe withheld. Where an increment is withheld, the employee and the Union shall be so advised, in writing, and the employee's performance will be evaluated, in writing, on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date; however, her anniversary date, for annual increment purposes, shall not be changed.

## **ARTICLE 13: RECOGNITION OF EXPERIENCE**

- 13.01 Salary recognition shall be granted for work experience satisfactory to the Employer, provided not more than two (2) years have elapsed since such experience was obtained.
- For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than two (2) years if the employee has fulfilled the licensing requirements of the employee's professional body to maintain standing in that profession.
- 13.02 All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- All time worked measured in hours will be credited for the purpose of initial placement on the salary scale. If the total number of hours worked fall between salary steps the Employer shall round up to the next increment level.

- 13.03 At the time of hire, the Employer shall advise employees in writing as to the applicable pay grade and step in Schedule "A", including reference to the recognition of previous experience.
- 13.04 This Article shall be applicable only to employees whose date of hire is on or after the date of exchange of ratification of this Collective Agreement.

#### **ARTICLE 14: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

##### **14.01 Weekend Premium**

A weekend premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to an employee working a shift whereby the majority of such shift is worked during a sixty-four (64) hour period between fifteen hundred (1500) hours on a Friday and zero seven hundred (0700) hours on a Monday. Such premium payment shall not be considered as part of the Employee's Basic Rate of Pay.

##### **Effective February 1, 2018**

A weekend premium of three dollars (\$3.00) per hour shall be paid to an employee working a shift whereby the majority of such shift is worked during a sixty-four (64) hour period between fifteen hundred (1500) hours on a Friday and zero seven hundred (0700) hours on a Monday. Such premium payment shall not be considered as part of the Employee's Basic Rate of Pay.

##### **14.02 Shift Premium**

A shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an employee working a shift whereby the majority of such shift worked is between fifteen hundred (1500) hours and twenty-three hundred (2300) hours. Such premium payment shall not be considered as part of the Employee's Basic Rate of Pay.

##### **14.03 Night Premium**

A premium of four dollars and fifty cents (\$4.50) per hour will be paid to an employee working a shift whereby the majority of the shift worked is between twenty-three hundred (2300) hours and zero seven hundred (0700) hours. Such premium payment shall not be considered as part of the Employee's Basic Rate of Pay.

- 14.04 Where applicable, shift premium and weekend premium will be stacked.

#### **ARTICLE 15: TRANSPORTATION ALLOWANCE**

- 15.01 An Employee who normally travels from the facility to her 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 the facility to the place of her residence.

- 15.02 An Employee who is called back to the facility shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of fifty-four (54) cents per kilometer, or Christenson Communities Ltd. at Royal Oak Manor in Lacombe policy rates (whichever is greater), from the Employee's residence to the facility and return.
- 15.03 When an Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed at the rate of fifty-four (54) cents per kilometer, or Christenson Communities Ltd. at Royal Oak Manor in Lacombe policy rates (whichever is greater).

#### **ARTICLE 16: VACATION WITH PAY**

- 16.01 An Employee shall be granted the vacation period preferred by her at such time as may be mutually agreed by the Employer and the Employee.
- 16.02 An 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 16.03(e).
- 16.03 **Vacation Requests**
- (a) All Employees shall apply in writing for the vacation period preferred by them. Preference of choice of vacation dates shall be determined by seniority of service in the Employee's classification.
  - (b) All Employees shall indicate their choice of vacation period(s) between February 1<sup>st</sup> and March 31<sup>st</sup> of each vacation year.
  - (c) The Employer shall respond, in writing, to the vacation requests by April 30<sup>th</sup>. For vacation requests outside of the period in Article 16.03(b), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.
  - (d) Any Employee who fails to submit their vacation requests by March 31<sup>st</sup>, shall lose their choice by seniority.
  - (e) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks

in July or August until all staff have had an opportunity for two (2) weeks vacation in July or August.

- (f) Vacation shall be taken in the year that it is earned. One (1) year's vacation entitlement may be carried over to the next year. An Employee may carry forward more than one (1) year's vacation entitlement if mutually agreed to between the Employee and the Employer.

**Effective January 1, 2018 replace 16.03 entirely as follows:**

**16.03 Vacation Requests**

- (a) All Employees shall apply in writing for the vacation period preferred by them. Preference of choice of vacation dates shall be determined by seniority of service in the Employee's classification.
- (b) All Employees shall have two (2) periods in which to indicate their choice of vacation and exercise seniority. The first vacation period shall be March 1<sup>st</sup> to August 31<sup>st</sup>, and the second vacation period shall be September 1<sup>st</sup> to February 29<sup>th</sup>.
- (c) For the first vacation period the Employer shall post a vacation planner on January 2<sup>nd</sup>. For the second vacation period the Employer shall post a vacation planner on July 2<sup>nd</sup>. Employees shall have twenty-one (21) calendar days from the date the applicable vacation planner is posted to submit their vacation requests.

The Employer shall respond in writing to vacation requests made on the applicable vacation planner within twenty-one (21) calendar days of the applicable deadline for Employees to submit their requests. These requests will be approved or denied, in writing, and rationale shall be given when the employee's request has been denied.

- (d) Vacation requests made outside the vacation planner periods shall be on a first come first serve basis. These requests will be approved or denied, in writing, within fourteen (14) calendar days of the request being submitted, and rationale shall be given when the employee's request has been denied.
- (e) The Employer shall make every reasonable effort to grant an Employee, upon request, at least fourteen (14) calendar days of annual vacation entitlement during July and/or August. No Employee shall be allowed more than fourteen (14) calendar days in July or August until all staff have had an opportunity for fourteen (14) calendar days' vacation in July or August.
- (f) Vacation shall be taken in the year that it is earned. One (1) year's vacation entitlement may be carried over to the next year. An Employee may carry

forward more than one (1) year's vacation entitlement if mutually agreed to between the Employee and the Employer.

**16.04 Length of Vacation**

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

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

**16.06 Rate of Pay**

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

**16.07 Vacation Pay on Termination**

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

**16.08 Vacation Entitlement**

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay.
- (b) Such earned vacation entitlement can be taken on a "use as accrued" basis.
- (c) The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
  - (i) during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;
  - (ii) during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) year of such employment, an Employee earns a vacation of twenty (20) working days;
  - (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) year of such employment, an Employee earns a vacation of twenty-five (25) working days;
  - (iv) during the twenty-fifth (25<sup>th</sup>) and subsequent years of such employment, an Employee earns a vacation of thirty (30) working days.

**16.09 Supplementary Vacation**

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned a supplementary vacation of an additional (5) work days vacation with pay. At the Employee’s option, the supplementary vacation may be paid out as a lump sum bonus payment.

**16.10 Hours Recognized for Determining Vacation Pay**

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.

**16.11 Vacation Entitlement for Part-Time Employees**

Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked as a} \\ \text{Regular Employee} \end{array} \times \begin{array}{l} \text{The applicable \%} \\ \text{as outlined below} \end{array} = \begin{array}{l} \text{Number of hours} \\ \text{of paid vacation} \\ \text{time to be taken} \end{array}$$

- (a) six percent (6%) during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) continuous years of employment; or
- (b) eight percent (8%) during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) continuous years of employment; or
- (c) ten percent (10%) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) continuous years of employment; or
- (d) twelve percent (12%) during the twenty-fifth (25<sup>th</sup>) and subsequent continuous years of employment.

**16.12 Supplementary Vacation Entitlement for Part-Time Employees**

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Regular Part-Time Employees shall earn a supplementary vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours Worked as a Regular} \\ \text{Employee as Defined in} \\ \text{Articles 9.01 (a), (b) and} \\ \text{10A.01(b)} \end{array} \times 2\% = \begin{array}{l} \text{Number of hours of paid} \\ \text{supplementary vacation time} \\ \text{to be taken.} \end{array}$$

### 16.13 Temporary and Casual Employees Vacation

Temporary and Casual Employees shall be paid bi-weekly, in addition to their earnings:

- (a) six percent (6%) of their earnings during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) years of employment;
- (b) eight percent (8%) of their earnings during the fourth (4<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of employment;
- (c) ten percent (10%) of their earnings during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment;
- (d) twelve percent (12%) of their earnings during the twenty-fifth (25<sup>th</sup>) and subsequent years of employment.

### **ARTICLE 17: NAMED HOLIDAYS**

17.01 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	

and all general holidays proclaimed to be a Statutory Holiday by any of the following levels of Government authority:

- (a) the Province of Alberta, and
- (b) the Government of Canada.

In addition to the foregoing Named Holidays, Full Time Employees who are in the employ of the Employer of January 1st of each calendar year shall be granted an additional "floater" holiday in that calendar year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

17.02 No payment shall be due for the Named Holiday which occurs during a leave of absence during which an Employee is not paid.

17.03 To qualify for a Named Holiday with pay, the 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 to do so.
- 17.04 An 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 at a mutually agreed time; or
  - (b) by mutual agreement, a day 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.
- 17.05 When a Named Holiday falls during an 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 17.04.
- 17.06 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 17.04.
- 17.07 Unless an Employee requests otherwise, she shall be scheduled as to provide her with a scheduled day of rest on either Christmas Day or New Year's Day.
- 17.08 Named Holiday banks shall be paid out in the first pay period after March 1 every year at the Basic Rate of Pay.

#### **ARTICLE 18: SICK LEAVE**

- 18.01 Sick Leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

- 18.02 After an Employee has completed her probationary period, she shall be allowed a credit for sick leave from the date of employment provided however that an Employee shall not be entitled to apply sick leave credits to the completion of her probationary period. Sick leave credits shall not accrue during any period of sick leave in excess of one (1) month.



- 18.03 An Employee granted sick leave shall be paid for the period of such leave at her basic rate, and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time sick leave commenced.
- 18.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine, or proof of appointment.
- 18.05 When an Employee has accrued the maximum sick leave credits, 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.
- 18.06 An Employee reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed.
- 18.07 Sick leave credits for a full-time Employee shall be earned and computed at the rate of one and one half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) days.
- 18.08 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during her vacation period as stated in Article 18.08 above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 18.08, should an Employee be admitted to hospital on an "in-patient" or "out-patient" basis during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

- 18.09 (a) An Employee who has been receiving Long Term Disability benefits and who is able to return to work and who is capable of performing the duties of her former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer shall then reinstate her in the same position held by her immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to disability.
- (b) An Employee who does not qualify for Long Term Disability benefits and who exhausts her sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to a further eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work, following such leave she shall provide the Employer with one (1) month's notice of her intention to return to work.
- 18.10 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefor.
- 18.11 Information on an Employee's sick leave shall be confidential unless the Employee consents in writing to such release.
- 18.12 An Employee who commences employment within six (6) months of the date that she voluntarily terminated employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical sick leave provisions shall retain to her benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefor. The Employee shall be provided with a written statement of such entitlement upon her termination.
- 18.13 From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment.

#### **ARTICLE 19: WORKERS' COMPENSATION**

- 19.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 19.02 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.

- 19.03 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.
- 19.04 An Employee who has been on Workers' Compensation 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 two (2) weeks' written notice of readiness to return to work.
- 19.05 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall receive ninety percent (90%) of net salary, as defined by the Workers' Compensation Board.
- 19.06 The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.
- 19.07 The Employee shall keep the Employer informed regarding the status of her WCB claim and provide any medical or claim information that may be required by the Employer.

#### **ARTICLE 20: EMPLOYEE BENEFIT PLAN**

- 20.01 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) a Manulife 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 and in accordance with the current Alberta Health Drug Benefit List;
  - (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 and in accordance with the current Alberta Dental Association Fee Guide;

- (e) at the Employer's 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; and
- (f) a Group Insurance Plan, inclusive of:
  - (i) Basic Life Insurance;
  - (ii) Basic Accidental Death and Dismemberment Insurance;
  - (iii) Long Term Disability Insurance (income replacement during 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).

20.02 Such coverage shall be provided to:

- (a) a regular full-time Employee; and
- (b) a regular part-time Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) a temporary Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift cycle after six (6) months of employment.

20.03 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. The Employer shall make available to all Employees participating in these Plans copies of information booklets of these Plans.

20.04 The Employer shall implement these plans with the premium costs being shared. The premiums will be cost-shared seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.

20.05 The Employer shall advise Employees of all rate changes pursuant to Article 20.

20.06 On approval of an unpaid leave of absence of more than one (1) month's duration, an Employee shall make arrangements for the prepayment of the full

premiums due for the duration of the leave of absence, for the aforementioned benefit plans, prior to the leave of absence commencing.

- 20.07 Eligible Employees receive a Flexible Spending Account (FSA) of two hundred and fifty dollars (\$250.00).

#### **ARTICLE 21: PENSION PLAN**

- 21.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.
- 21.02 The Pension Plan shall be open to all Full-time and Part-time Employees, subject to enrollment requirements.
- 21.03 The Employee and Employer shall make matching bi-weekly contributions of four percent (4%) of the Employee's basic rate of pay.
- 21.04 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.
- 21.05 The Employer shall make available copies of information brochures to all Employees participating in this plan and the Union.

#### **ARTICLE 22: SENIORITY**

- 22.01 (a) For Regular or Temporary Employees, seniority with the Employer starts on the date on which the employee commenced employment in the bargaining unit.
- (b) For Casual Employees whose status changes to Regular or Temporary; or someone determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the "seniority date" shall be established by dividing their continuous hours worked with the Employer from the date the employee commenced performing work by two thousand and twenty-two point seven five (2,022.75) and converting the result to a seniority date.
- (c) A Regular or Temporary Employee who changes their status to a Casual Employee and at a future date changes back to a Regular or Temporary Employee status will have their original seniority date recognized provided they have worked at least one (1) shift in the last six (6) months.

- 22.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 22.01.
- 22.03 Seniority shall be the determining factor in:
- (a) preference of vacation time;
  - (b) layoffs and recalls;
  - (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 23.
- 22.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an employee resigns or is terminated from her position with the Employer; or
  - (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
  - (c) if an employee does not return to work on recall to her former classification and full-time equivalency.
- 22.05 The Employer shall provide the Union within two (2) months of the signing of this agreement and in January and July of each year thereafter, a listing of employees in order of seniority in accordance with the provisions of Article 22.01. Such seniority list shall include the employee names, classification, status, and seniority date. The Employer shall make the list available to all employees. This listing shall be provided monthly if there are employees on layoff.

### **ARTICLE 23: PROMOTIONS, TRANSFERS AND VACANCIES**

- 23.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, such position or vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment.
- 23.02 Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within seven (7) days of the date of the appointment.
- 23.03 (a) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered to be relatively equal, seniority shall be the deciding factor.

- (b) Subject to Article 23.03(a), where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.
- 23.04 (a) The transferred or promoted Employee will be given a trial period of one three hundred and twenty five (325) hours worked in which to demonstrate her ability to perform the new assignment satisfactorily. During this trial period the Employee may choose to return or the Employer may direct the regular Employee to return to her former position and basic rate of pay without loss of seniority.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- 23.05 Requests for transfer or applications for vacancies shall be in writing.
- 23.06 An Employee's anniversary date for the purpose of an annual increment shall not be changed as a result of promotion.

#### **ARTICLE 24: LAYOFF AND RECALL**

- 24.01 (a) In the event of a proposed layoff or elimination of positions, the Employer will advise the Union with as much advance notice as possible, and prior to any Employee being notified.
- (b) In case it becomes necessary to reduce the working force, the Employer will notify the Employees who are to be laid off twenty eight (28) calendar days prior to the layoff, except that the twenty eight (28) days' notice shall not apply where the layoff results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement. A copy of the notice of any layoff shall be sent to the Union forthwith.
- 24.02 Layoff shall occur in reverse order of seniority within the classification, subject to the remaining employees being capable and qualified to do the work.
- 24.03 (a) When increasing the workforce, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of fourteen (14) calendar days duration or longer.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible not later than five (5) calendar days following the date of the telephone call or the date the letter was registered.
- 24.04 No new Employees shall be hired while there are other Employees on layoff as long as laid off Employees can perform the required work satisfactorily.

- 24.05 (a) When relief hours are available for a duration of less than fourteen (14) days, and Employees covered by the Collective Agreement are on layoff as per Article 24, the Employer shall offer such work to laid off Employees in order of their seniority before offering the work to a relief Employee.
- (b) The Employer shall not alter an Employee's initial dates of layoff and recall should the Employee accept relief hours under Article 24.05 (a).
- (c) An Employee on layoff under Article 24 shall have the right to refuse an offer of any hours for periods of less than fourteen (14) calendar days without adversely affecting her recall status.
- 24.06 Employees laid off may, with the assistance of or through the Employer, make arrangements for payment of the full premiums of benefits coverage during the layoff period.
- 24.07 Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.
- 24.08 The employment of an Employee shall be considered terminated when she does not return from layoff as required, or has not changed her status to relief prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.

**ARTICLE 25: NOT ALLOCATED**

**ARTICLE 26: NOT ALLOCATED**

**ARTICLE 27: NOT ALLOCATED**

**ARTICLE 28: LEAVES OF ABSENCE**

**28.01 General Policies Governing All Leaves of Absence**

- (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. The Employer shall indicate approval or disapproval in writing within fourteen (14) calendar days of the request for any leave of absence.
- (b) Benefits do not accrue during any leave of absence without pay in excess of one (1) month.



- (c) In the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick credits, vacation entitlement and credit towards salary increments.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) 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 twenty-four (24) 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 of applicable premiums will result in the Employer discontinuing premium payments for that Employee.
- (f) Applications for Leave of Absences for more than a period of twelve (12) months require approval by the Human Resources Manager.
- (g) During an employee's leave of absence, the employee may work as a casual employee with the Employer without adversely affecting the employee's reinstatement to the position from which the employee is on leave.

**28.02 General Leave**

Leave of absence without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

**28.03 Bereavement Leave**

- (a) An Employee shall be granted three (3) consecutive working days' bereavement leave without loss of salary in the event of the death of the following relatives of the Employee:

spouse (including common-law and/or same sex relationships)

Child	daughter-in-law	step-brother
Parent	son-in-law	step-parent
Brother	father-in-law	step-child
Sister	mother-in-law	step-sister
Guardian	grandparent	grandchild

fiancee/fiancé            niece/nephew            aunt/uncle

- (b) Bereavement may be extended for up to an additional two (2) days at the discretion of the Employer.
- (c) Bereavement leave may be split to be taken in two (2) portions provided the total amount of bereavement leave taken does not exceed the amount the employee would have been entitled to take in one (1) unbroken period.
- (d) Bereavement leave may be taken at any time within a reasonable time period after the death of a qualifying relative in order to accommodate religious and/or cultural traditions. The employee must advise the Wellness Manager of this need at the time of the death of the qualifying relative.

28.04 Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary.

28.05 **Parental Leave**

- (a) An Employee who has six (6) months of continuous service shall, upon her written request, be granted Maternity Leave to become effective eight (8) 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 unless an extension is granted by the Employer. Request for an extension due to health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) 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, or midwife, 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 as provided above, if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for and 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 parent-to-be who has completed six (6) months of continuous service shall, upon his written request, be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such

leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.

- (d) An Employee absent on Parental Leave shall provide the Employer with four (4) weeks' written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

#### **28.06 Adoption Leave**

An Employee who has completed six (6) months of continuous service shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child or for parenting duties following the birth of a child and upon four (4) weeks written notice of intent to return to work at which time the Employer will reinstate her in the same position held by her immediately prior to taking Adoption Leave and at the same basic rate of pay.

#### **28.07 Educational Leave**

The Employer makes available to the Employee an opportunity to participate in educational programs. Employees are encouraged to improve their educational qualifications and training in order to increase their competence in their present position and to prepare themselves for future advancement.

A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education programs.

#### **28.08 Leave of Absence for Union Business**

- (a) Provided the efficiency of operations shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular Employees elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, and other Union business.
- (b) Regular Employees who are elected or selected for a full-time position with the Union shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Extension of such leave may be granted, if submitted in writing and approved by the Human Resources Manager. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld.

- (c) Should the Employer not grant a leave requested in Article 28.11 (a) or (b), the Employer will provide to the Employee the reasons in writing for the request not being granted.
- (d) Members of the Board of Directors of the Union shall be granted a leave of absence without pay to attend meetings of the Board of Directors of the Union. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (e) Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer.

#### **28.09 Special Leave**

The Parties recognize that an employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the employee's personal attention and which may include illness in the immediate family. The employee shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime, sick leave 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 the need for Special Leave.

### **ARTICLE 29: IN-SERVICE PROGRAMS**

- 29.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the employee. For the purpose of this Article, the term "in-service" includes: staff meetings, orientation, acquisition and maintenance of essential skills, and other in-service sessions which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- (c) The Employer shall provide a paid orientation period for all new employees. The form and duration of such orientation shall be determined in consultation between the employee and the Employer. All such orientation programs may include facility orientation, area orientation and the standard Employer orientation.

- (d) Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in accordance with the following:
  - (i) For program attendance on regularly scheduled working days, the employee shall suffer no loss of regular earnings.
  - (ii) For hours in attendance at such program on regularly scheduled days off, the employee shall be paid at her overtime rate of pay.

### **ARTICLE 30: COURT APPEARANCE**

#### **30.01 Court Appearance**

An Employee required by law to appear in Court as a member of a jury or a witness in a matter arising out of her employment 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 such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

- 30.02 Where an Employee is required by law to appear before a court of law for reasons other than those stated above, she shall be granted a leave of absence without pay.

### **ARTICLE 31: EVALUATIONS AND PERSONNEL FILES**

- 31.01 Each Employee shall receive a yearly performance appraisal.

- 31.02 (a) Meetings for the purpose of discussing performance appraisals shall be scheduled by the Employer with reasonable notice, which shall not be less than twenty-four (24) hours.
  - (b) All performance appraisals shall be in writing.
  - (c) An Employee receiving a performance appraisal shall sign such performance appraisal for the sole purpose of indicating that she is aware of the contents, and shall have the right to add comments, in writing, within seven (7) calendar days of the performance appraisal to be attached to her performance appraisal and placed in her personnel file.
  - (d) An Employee shall be given a copy of the performance appraisal and her comments, if any.
- 31.03 (a) With at least one (1) day's notice, an Employee shall have the right to view her personnel file once each year or when the Employee has filed a

grievance. The Employee may be accompanied by an Union Representative if the Employee so desires.

- (b) An Employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer a reasonable fee to cover the costs of the copying, such fee to be determined by the Employer.

### **ARTICLE 32: DISCIPLINE, DISMISSAL & RESIGNATION**

- 32.01 No Employee shall be disciplined without just cause. The procedure stated in Article 32.02 does not prevent immediate discipline or dismissal for just cause or for the dismissal of an Employee serving a probation period.
- 32.02 (a) Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee, given to the Employee within fifteen (15) calendar days of the act becoming known to the Employer, with a copy to the Union. It shall state a definite period in which improvement or correction is expected.
  - (b) The Employer shall provide at least twenty-four (24) hours advance notice to an employee required to meet with the Employer for the purposes of investigating a matter related to the employee or discussing or issuing discipline. The Employer shall advise the employee of the nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the Union at such meeting(s). The employee shall be compensated at the applicable rate of pay for the duration of such meeting(s).
- 32.03 The Employee shall be evaluated at the end of the stated period and, if improvement or correction satisfactory to the Employer has not occurred, the Employee may be suspended or dismissed subject to the grievance procedure. A written warning that is grieved and determined to be unjustified shall be removed from her personnel file.
- 32.04 An Employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that her record be cleared of that disciplinary action.

The Employer shall confirm in writing to the Employee that such action has been effected.

### **ARTICLE 33: RESIGNATION/TERMINATION**

- 33.01 An Employee shall provide to the Employer twenty-eight (28) calendar days' notice, where possible, and shall, in any case, provide the Employer with fourteen (14) days' notice of her desire to terminate her employment.

- 33.02 The Employer will provide a written letter of employment verification prior to termination providing the Employee provides twenty-eight (28) calendar days' written notice of termination of services and requests the letter of employment verification in such written notification.
- 33.03 An Employee who has resigned shall be eligible to receive retroactive any increase in salary which would have been received but for the resignation of employment, provided that the Employee submits to the Employer a written application for such retroactive salary within thirty (30) calendar days of the date the approved salary increase is implemented.
- 33.04 If the required notice of termination 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 day on which she terminates her employment.

#### **ARTICLE 34: JOB DESCRIPTIONS**

- 34.01 Copies of job descriptions shall be on hand on site and shall be available to each employee upon request.
- 34.02 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provide that a request for a particular job description is not made more than once in a calendar year.

#### **ARTICLE 35: JOB CLASSIFICATIONS**

##### **35.01 New Classifications**

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Health Sciences Association of Alberta.
- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification, the salary scale shall be retroactive to the date that the new classification was implemented.

- (d) Should the Parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.
- (e) Should the Parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

#### **ARTICLE 36: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 36.01 The Parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee(s) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.
- 36.02 There shall be no loss of income for time spent by employees at meetings and in carrying out the functions of this Committee.

#### **ARTICLE 37: OCCUPATIONAL HEALTH AND SAFETY**

- 37.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 37.02 A site Occupational Health and Safety Committee will be established and the Union will have the right to designate one (1) member of the bargaining unit as a member of this Committee. This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.
- 37.03 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 37.04 The Committee shall meet at least quarterly at a mutually acceptable hour and date. The Co-chairpersons may call a special meeting of this Committee to deal with urgent matters.
- 37.05 The Co-chairpersons of the Committee will be determined in accordance with its terms of reference.
- 37.06 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;
- (c) access to information pertaining to accidents, incidents, or occupational diseases that occur at the work site.

37.07 The Committee shall assist the Employer:

- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
- (b) in the development and promotion of measures to protect the safety and health of Employees in the facility and to check the effectiveness of such measures.

37.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Executive Management Committee.

37.09 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

37.10 The Employer shall not unreasonably deny Committee Members access to the workplace to conduct safety inspections, including monitoring.

## **ARTICLE 38: NOT ALLOCATED**

## **ARTICLE 39: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

### **Temporary Employees**

39.01 A temporary full-time or temporary part-time Employee shall be covered by the applicable provisions of this Collective Agreement except:

- (a) Article 20 (Employee Benefit Plan), unless employed in a temporary position of twelve (12) months or more and after the completion of six (6) months of continuous service.
- (b) Article 23 (Promotions, Transfers and Vacancies). During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:

- (i) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 23.01. In the event that such Employee is successful on a posting pursuant to Article 23.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
    - (ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired.
  - (c) Article 24 (Layoff and Recall).
- 39.02
- (a) A Temporary Employee shall not have the right to grieve the termination of the temporary position.
  - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of her temporary 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 23 when no longer required in that capacity.

### **Part-time Employees**

Except as modified by this Article, all provisions of this Collective Agreement shall apply to part-time Employees.

- 39.03 Part-time Employees shall be paid, in addition to their regular salary, four point six percent (4.6%) of their earnings in lieu of Named Holidays.
- 39.04 A part-time Employee required to work on a Named Holiday shall be paid at one and one half times (1 1/2X) her basic rate of pay for work performed on a Named Holiday.
- 39.05 A part-time Employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the regularly scheduled hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.
- 39.06 The basic rate of pay will prevail for additional hours worked by a regular part-time Employee beyond her scheduled hours provided the hours worked do not exceed the thresholds outlined in Article 11: Overtime.

## **Casual Employees**

- 39.07 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that Articles 8,10, 18, 20, 21, 22, 24, 28, 30, and 33 have no application to Casual Employees.
- 39.08 Casual Employees shall be paid, in addition to their regular salary, four point six per cent (4.6%) of their earnings in lieu of Named Holidays.
- 39.09 Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their basic rate of pay for work performed on a Named Holiday.

## **ARTICLE 40: NOT ALLOCATED**

### **ARTICLE 41: GRIEVANCE PROCEDURE**

41.01 A grievance shall be defined as a difference between the Employer and either the Employee or the Union as to the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement.

#### **41.02 Communication**

- (a) Any notice of advice which the Employer or members or its administration staff; or
- (b) Any notice of advice which the Union or the Employee is required to give in respect of any matter referred to in this Article;

shall be sufficient if delivered to the applicable person.

#### **41.03 Time Periods**

- (a) For the purpose of this Article, periods of time shall mean consecutive calendar days exclusive of Saturdays, Sundays and the Named Holidays named in this Collective Agreement.
- (b) 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.
- (c) 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.

41.04 An Employee or the Union shall have the right at any time to have the assistance of an Union Representative.

41.05 Replies to grievances shall be in writing at all stages.

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

41.07 Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

41.08 **Policy Grievance**

(a) In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Employer. If the difference is not resolved in this manner, it may become a policy grievance.

(b) A policy grievance shall be submitted in writing to the Employer and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement occurred. The decision of the Employer shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of the grievance.

(c) Should the Union elect to submit a policy grievance as defined herein to Arbitration, it shall notify the Employer, in writing, within seven (7) days of the receipt of the decision and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

41.09 **Grievance Procedure**

Step I - Wellness Manager

(a) An Employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Wellness Manager or designate within ten (10) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by an Union Representative while discussing the matter with the Wellness Manager. A sincere attempt shall be made by both parties through discussion to resolve the issue at this level. The Wellness

Manager or designate shall advise the Employee of her decision within ten (10) days of the date the matter was first discussed.

- (b) In the event that the difference affects two (2) or more Employees, those so affected, or the Union, within fourteen (14) days of the date they first became aware of, or reasonably should have become aware of, the occurrence, may make a written request to Wellness Manager, that the grievances be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.
- (c) In the event an Employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step III, within fourteen (14) days of the occurrence.

#### Step II - Community Administrator

If the grievance is not resolved under Step I above, the Union shall, within ten (10) days of the receipt of the written decision of the Wellness Manager or designate, submit the grievance, in writing, to the Community Administrator or designate, who shall meet with the grievor and the Union Representative and shall render a decision, in writing, to the Union within ten (10) days of the meeting.

#### Step III – Human Resources Director

If the grievance is not resolved under Step II above, the Union shall, within ten (10) days of the receipt of the written decision of the Community Administrator or designate, submit the grievance, in writing, to the Human Resources Director or designate, who shall meet with the grievor and the Union Representative and shall render a decision, in writing, to the Union within ten (10) days of the meeting.

#### Step IV – Arbitration

- (a) If the grievance is not settled under Step III above, the Union shall, within ten (10) days of receiving the decision of the Human Resources Manager, notify the Employer in writing of its intention to submit the grievance to arbitration; and
  - (i) shall inform the Employer of the Union's nominee to the Arbitration Board; and
  - (ii) state its desire to meet to consider the appointment of a single Arbitrator.

- (b) The Employer shall, within ten (10) days of receipt of such notice,
  - (i) inform the Union of the Employer's nominee to the Arbitration Board;  
or
  - (ii) arrange to meet with the Union in an effort to select a single Arbitrator.
- (c) Where nominees to a Board have been named by the parties, they shall, within ten (10) days, attempt to select a mutually acceptable Chairperson for the Arbitration Board.
- (d) If the two (2) members fail to appoint a third person within the time limits, or if the parties are unable to select a mutually agreed upon single Arbitrator, the Director of Mediation shall be requested to appoint a third member who shall be Chairperson of the Arbitration Board or appoint a single person to act as the single Arbitrator.
- (e) The Arbitration Board or single Arbitrator 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 a majority of an Arbitration 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 Arbitration Board.
- (f) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board. The two (2) parties shall bear equally the expenses of the Chairperson or the single Arbitrator.
- (g) The Arbitration decision shall not alter, amend or change the provisions of this Collective Agreement.

41.10 Except in the cases of suspension or dismissal, both of which may be submitted to grievance, the Employee shall continue to perform her duties during any and all proceedings outlined in this Article.

#### **ARTICLE 42: NOT ALLOCATED**

#### **ARTICLE 43: COPIES OF COLLECTIVE AGREEMENT**

- 43.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 43.02 The size, format and number of copies of the Collective Agreement will be mutually decided upon. The cost of printing shall be shared equally between the Union and the Employer.

## SALARIES APPENDIX

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Health Care Aide</b>									
February 1, 2016 *	\$18.91	\$19.89	\$20.55	\$21.15	\$21.86	\$22.33	\$23.01	\$23.70	
February 1, 2017 (0.5%)	\$19.00	\$19.99	\$20.65	\$21.26	\$21.97	\$22.44	\$23.13	\$23.82	
February 1, 2018 (0.5%)	\$19.10	\$20.09	\$20.75	\$21.37	\$22.08	\$22.55	\$23.25	\$23.94	
February 1, 2019 (1.75%)	\$19.43	\$20.44	\$21.11	\$21.74	\$22.47	\$22.94	\$23.66	\$24.36	
<b>Licensed Practical Nurse</b>									
February 1, 2016	\$27.12	\$27.66	\$28.21	\$28.78	\$29.35	\$29.94	\$30.53	\$31.15	\$31.77
February 1, 2017 (0.5%)	\$27.26	\$27.80	\$28.35	\$28.92	\$29.50	\$30.09	\$30.68	\$31.31	\$31.93
February 1, 2018 (0.5%)	\$27.40	\$27.94	\$28.49	\$29.06	\$29.65	\$30.24	\$30.83	\$31.47	\$32.09
February 1, 2019 (1.75%)	\$27.88	\$28.43	\$28.99	\$29.57	\$30.17	\$30.77	\$31.37	\$32.02	\$32.65
<b>Recreational Aide</b>									
February 1, 2016	\$21.41	\$22.52	\$23.27	\$23.95	\$24.75	\$25.29	\$26.05	\$26.83	
February 1, 2017 (0.5%)	\$21.52	\$22.63	\$23.39	\$24.07	\$24.87	\$25.42	\$26.18	\$26.96	
February 1, 2018 (0.5%)	\$21.63	\$22.74	\$23.51	\$24.19	\$24.99	\$25.55	\$26.31	\$27.09	
February 1, 2019 (1.75%)	\$22.01	\$23.14	\$23.92	\$24.61	\$25.43	\$26.00	\$26.77	\$27.56	
<b>Unit Clerk</b>									
February 1, 2016	\$22.38	\$23.17	\$23.96	\$24.77	\$25.57				
February 1, 2017 (0.5%)	\$22.49	\$23.29	\$24.08	\$24.89	\$25.70				
February 1, 2018 (0.5%)	\$22.60	\$23.41	\$24.20	\$25.01	\$25.83				
February 1, 2019 (1.75%)	\$23.00	\$23.82	\$24.62	\$25.45	\$26.28				

**Note:**

\* Employees shall receive a lump sum within thirty (30) days of the date of ratification of this tentative agreement as follows:

- (a) for Employees whose status on the date of ratification is Full-time: seven hundred and fifty dollars (\$750); and
- (b) for Employees whose status on the date of ratification is Part-time: an amount that is prorated to their FTE.

**LETTER OF UNDERSTANDING #1**

**between**

**CHRISTENSON COMMUNITIES LTD.**

**and**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**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. Severance will be offered only as a result of organizational changes that result in the permanent reduction or elimination of HSAA certified regular Employees within a separate certified bargaining unit covered by this Collective Agreement.
3. 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.
4. An approved severance will be calculated as follows:
  - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - Regular salary = (regularly scheduled hours of work as at date of the offering) x (basic rate of pay).
  - For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.
5. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 24: 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 February 1, 2020, 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: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**  
**between**  
**CHRISTENSON COMMUNITIES LTD.**  
**and**  
**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: FLEXIBLE HEALTH SPENDING ACCOUNT**

1. A Flexible Spending Account (FSA) in the amount of two hundred and fifty dollars (\$250.00) shall be implemented on February 1 of each year for all Employees eligible for benefits in accordance with Article 20.02.
2. Covered Expenses  

See Appendix "A"
3. Implementation
  - (a) The FSA benefit year is February 1 to January 31.
  - (b) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Association.
  - (c) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Association.
  - (d) The FSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
4. Eligible Employees shall have the option to allocate their FSA funds to a Registered Retirement Savings Plan (RRSP).
  - (a) Allocation
    - (i) By December 31st of each benefit year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent benefit year. The Employee will indicate their choice to allocate to their FSA or to their RRSP.

(ii) If an Employee does not allocate by the allocation date the FSA funds will be allocated to their FSA.

5. Any unused allocation in an Employee's FSA as of January 31 of each year may be carried forward for a maximum of one (1) benefit year.
6. Employees who are laid off after February 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that benefit year while on layoff.
7. FSA reimbursement will be provided in accordance with the terms and conditions of the FSA plan.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX "A"

Covered Expenses are expenses which are:

- a) incurred by the person while covered under this Plan;
- b) not covered under a Provincial Plan or any other government-sponsored program;  
and
- c) not prohibited by law from being covered.

Covered Expenses shall include:

- a) the portions of the medical and dental expenses covered under Group Policy Number G0076121. that are not payable due to Deductibles, Benefit Percentages, or Maximums under that policy.
- b) fitness expenses which include, but are not limited to:
  - i. health club membership/fitness programs/gym memberships/classes (e.g. yoga, Pilates, aerobics, Curves, Good Life, etc.)
  - ii. fitness equipment (e.g. treadmill, Bowflex, exercise bike, etc.)
  - iii. personal trainer
  - iv. fitness/exercise videos, CDs, books, magazines
  - v. sports registration fees/team fees/passes
  - vi. sports equipment (e.g. hockey, baseball, bowling etc.)
  - vii. sports lessons (e.g. golf, skiing etc.)
  - viii. equipment required to participate in a sporting event
  - ix. fishing and hunting license and equipment
  - x. horseback riding fees/lessons/equipment
  - xi. self-defense courses
  - xii. dance lessons
  - xiii. camping (campground fees and equipment/supplies)
- c) day care expenses which include, but are not limited to:
  - i. child care expenses (private or day care centre)
  - ii. field trip expenses
  - iii. nanny
  - iv. homemaker
  - v. emergency child care expenses

- vi. babysitting
- vii. child camps including day camps or overnight camps
- viii. Day Away programs

d) dental expenses which include, but are not limited to:

- i. any unpaid amounts for procedure codes not covered under the plan sponsor's group dental care plan or health care spending account
- ii. cosmetic dentistry
- iii. toothbrushes, toothbrush, tooth paste
- iv. whitening strips
- v. home bleaching kits
- vi. bleaching tubes
- vii. home fluoride
- viii. denture cleaners and adhesive
- ix. pre-fabricated mouth guards
- x. Water Pik

e) health expenses which include, but are not limited to:

- i. any unpaid health expenses not covered under the plan sponsor's group extended health care plan or health care spending account.
- ii. any unpaid amounts for drugs/vitamins/supplements not covered under the plan sponsor's group extended health care plan or health care spending account.
- iii. any unpaid expenses for natural product therapy (e.g. St. John's Wort etc.)
- iv. drugless practitioners
- v. Lifeline monitoring systems
- vi. Medic Alert bracelet/neck chain
- vii. massage units
- viii. heating pad
- ix. thermometer
- x. sunscreen
- xi. personal items (e.g. condoms, jelly, foam, sponge, lubricant etc.)
- xii. off the shelf shoe inserts, bunion pads, corn removers

- f) longer term care expenses which include, but are not limited to:
  - i. retirement homes
  - ii. Meals on Wheels
  - iii. nursing home expenses (including laundry, hairdressing etc.)
  - iv. telephone and television charges in hospital
- g) counseling services which include, but are not limited to services for:
  - i. grief counseling
  - ii. addiction counseling
  - iii. parishioner fees
  - iv. nutritional counseling
  - v. weight loss programs/counseling/books/eds
  - vi. stress management programs/counseling/books/eds
  - vii. smoking cessation programs/counseling/books/eds
- h) education expenses which include, but are not limited to:
  - i. professional courses
  - ii. CPR training
  - iii. first aid courses
  - iv. lodging
  - v. meals
- i) miscellaneous expenses which include, but are not limited to:
  - i. handicapped parking permit
  - ii. non-prescription glasses/sunglasses/safety glasses
  - iii. ergonomic office chair
  - iv. ovulation prediction tests
  - v. pregnancy tests
  - vi. umbilical cord blood storage
  - vii. electric blankets
  - viii. vet fees
  - ix. treatment centres/spas
  - x. travelling expenses to take child to day care (e.g. gas, mileage, public transport, taxi etc.)

- xi. diaper service and diapers
- xii. car seats/booster seats
- xiii. baby monitors
- xiv. maid/cleaning services

j) Premiums for provincial health care

***Expenses Not Covered***

No benefit is payable for any expense which is not directly or indirectly related to the Employee's wellness, as determined by the Employer and the Administrator from time to time.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_