

## COLLECTIVE AGREEMENT

between

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE – DIDSBURY)**

and

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048 CHAPTER 32  
*AUXILIARY NURSING CARE***

**JUNE 17, 2015 – AUGUST 31, 2017**

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COLLECTIVE AGREEMENT

between:

BETHANY CARE SOCIETY  
(Bethany Care Centre – Didsbury)

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
On behalf of Local 048/032

OF THE SECOND PART

(on behalf of all employees employed at the Bethany Care Centre - Didsbury when employed  
in auxiliary nursing care) June 17, 2015 - August 31, 2017


This Collective Agreement made this 3<sup>RD</sup> day of April 2018.


WHEREAS Bethany Care Society is an "Employer" pursuant to the *Code*, as amended.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the Parties hereto in  
consideration of the covenants herein contained do agree with each other as follows:

Dated at Edmonton, Alberta this 3<sup>RD</sup> day of April, 2018.


ON BEHALF OF BETHANY CARE  
SOCIETY

  
\_\_\_\_\_  
Jennifer McCue  
President and CEO  
CHIEF EXECUTIVE OFFICER

  
\_\_\_\_\_  
WITNESS

2018.04.06  
\_\_\_\_\_  
DATE

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
WITNESS

April 3<sup>RD</sup>, 2018  
\_\_\_\_\_  
DATE

### **STATEMENT OF PURPOSE/PREAMBLE**

The Parties acknowledge that the primary purpose of the Employer is to provide quality resident care through its Employees. Employees and Management provide services to support the residents in all of their daily living needs.

We recognize that Bethany Care Centre – Didsbury is the residents' home and that as far as possible all interactions with residents and between Employees should be conducted in a manner that fosters this environment.

This purpose can be achieved most readily by fostering and maintaining harmonious relationships between the Employer, Employees and the Alberta Union of Provincial Employees.

The Employer will promote initiatives that foster excellence, learning, personal responsibility, and growth for Employees.

The purpose of the Collective Agreement is to establish rates of pay and other terms and conditions of employment.

The Parties recognize and understand the importance of Employees having an understanding of the Collective Agreement. To that end the Union will endeavor to be accessible to Employees to assist them in gaining a better understanding on specific issues and broad issues and interpretations.

## **ARTICLE 1**

### **TERM OF COLLECTIVE AGREEMENT**

- 1.01 This Collective Agreement shall be in force and effect from June 17, 2015 up to and including August 31, 2017 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party 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 amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until:
- (a) a new Collective Agreement is concluded,
  - (b) the right of the bargaining agent to represent the Employees is terminated, or
  - (c) a strike or lockout commences.
- 1.03 Any notice required hereunder, to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

The President / Chief Executive Officer

Bethany Care Society

1001 – 17 Street NW

Calgary, Alberta T2N 2E5

and

In the case of the Union to:

The President

Alberta Union of Provincial Employees

10451 - 170 Street NW

Edmonton, AB T5P 4S7.

## **ARTICLE 2**

### **DEFINITIONS**

- 2.01 "Administrator" means the senior person responsible for the operations of the Centre reporting to the Vice-President and Chief Operating Officer (COO).
- 2.02 "Care Service Manager" means a person accountable for the management and coordination of care services for residents in an assigned area.

- 2.03 "Arbitration and Adjudication" takes its meaning from the section of the *Code* dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.
- 2.04 "AUPE" or "Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.05 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 "Centre" means the health facility named as the "Employer" in this Collective Agreement.
- 2.07 "Chapter" or "Local Chapter" means the worksite component of AUPE.
- 2.08 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this Bargaining Unit at the date of signing of this Collective Agreement are listed in Appendix A: Salaries Schedules to this Collective Agreement.
- 2.09 "Code" means the *Alberta Labour Relations Code*, as amended from time to time.
- 2.10 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.
- 2.11 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
    - (i) "Full-Time Employee" is one who is regularly scheduled to work the full specified hours in Article 15: Hours of Work;
    - (ii) "Part-Time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 15: Hours of Work.
  - (b) "Casual Employee" is one who:
    - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (ii) relieves for absences the duration of which is three (3) months or less; or
    - (iii) works on a call in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-Time or Part-Time position:
- (i) for a specific job of more than three (3) months but less than twelve (12) months; or
  - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.12 "Employer" means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre.
- 2.13 "Female Gender" means and includes the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.14 "FTE" means Full-Time equivalent.
- 2.15 "Gross earnings" means all monies earned by the Employee under the terms of the Collective Agreement.
- 2.16 "Local" means Local 048 of the Alberta Union of Provincial Employees.
- 2.17 "Member" means an Employee of the Employer, who is included in this Collective Agreement and who is a member of the Local.
- 2.18 "Position" means:
- (a) the Employee status;
  - (b) the classification; and
  - (c) the full- time equivalency (FTE).
- 2.19 "Practice Permits/ Registration" takes meaning from the *Health Professions Act*, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation as amended. Registration is not membership in the Union.
- 2.20 "Shift" means a daily tour of duty excluding overtime hours.
- 2.21 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.22 "Status" for employment means Regular Employee or Casual Employee or Temporary Employee.
- 2.23 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

### ARTICLE 3

#### UNION RECOGNITION AND RIGHTS

##### 3.01 CERTIFICATION

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

##### 3.02 When voluntarily recognized by the Employer, the Union shall have exclusive authority to bargain collectively on behalf of the Employees in the Unit composed of those employed in employment classifications identified in Appendix A: Salaries Schedules appended hereto, and to bind them by a Collective Agreement.

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

- 3.04
- (a) Union representatives shall notify in advance the Administrator of the Centre or his Designate before conducting any business in the Centre and shall not interfere with the work being conducted in the Centre.
  - (b) The Union shall arrange for a mutually satisfactory date with the Administrator or his Designate one (1) week before the meeting or such shorter period as is mutually agreed between the Parties.
  - (c) The Employer shall endeavor to make arrangements to permit one (1) Chapter representative who must otherwise be on duty to attend these meetings for up to one-half (½) hour without loss of pay. No payment of overtime shall be paid to any Employee for attending such meetings.

##### 3.05 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory. An Employer representative may be present at the presentation.

### ARTICLE 4

#### UNION STEWARDS

##### 4.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.

- 4.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 4.03 A list of Union Stewards shall be supplied by the Union to the Administrator and supplied to the designated Human Resources representative. The Employer shall be advised in writing of any change to this list. The list will be updated by the Union annually.
- 4.04 Both the Grievor and the Union Steward will obtain approval from their immediate Supervisor prior to leaving their workstation.

## **ARTICLE 5**

### **APPLICATION AND GENERAL PROVISIONS**

- 5.01 The Collective Agreement shall apply to all Employees of the Bargaining Unit.
- 5.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in Appendix A: Salaries Schedules, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 5.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 5.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
- 5.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 5.06 Employees may access an electronic version of Employer policies and may provide a copy to the Union.

## **ARTICLE 6**

### **UNION MEMBERSHIP AND DUES DEDUCTION**

- 6.01 Membership in the Union is voluntary.
- 6.02 Employees shall be permitted to wear a lapel size pin representative of the Union during all hours of employment.
- 6.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.



- 6.04 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 6.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- (a) The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
  - the Employee's number;
  - classification(s);
  - location of employment; and
  - the amount of deduction for each employee and the amount of the employee's bi-weekly earnings.
- (b) Additionally, the Employer shall supply to the Union, two times (2X) each calendar year (January and July), a report from the Employer's records including the following Employee information:
- mailing address, city / town / postal code;
  - department / position / job title;
  - date of hire;
  - hourly rate(s) of pay;
  - status / category / appointment type(s) i.e. regular, full-time, part-time, casual or temporary;
  - full-time equivalency [FTE]; and
  - active employment.

## ARTICLE 7

### MANAGEMENT RIGHTS

- 7.01 The Employer retains all rights not specifically limited by this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business and functions, including the right to:
- (a) maintain order, discipline, and efficiency and to make, alter, and enforce, from time to time, reasonable rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;

- (b) direct the workforce and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

7.03 The Employer shall exercise its rights, commitments and responsibilities in a manner and perform its business in all respects, which is fair and consistent with the terms of this Collective Agreement.

## ARTICLE 8

### WORKPLACE RESPECT

8.01 The Employer, the Union and Employees agree that there shall be no discrimination, restriction, coercion, harassment or practice affecting any employee because of gender, age, race, ancestry, place of origin, colour, religious beliefs, physical disability, mental disability, marital status, family status, source of income or sexual orientation, or any other prohibited grounds as provided in the *Alberta Human Rights Code*,

- nor because of membership or non-membership or activity in the AUPE;
- nor because of an Employee exercising any right outlined in this agreement or any law of Canada or Alberta.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on bona fide occupational requirement.

8.02 NO HARASSMENT

The Parties agree that it is the responsibility of the Employer, the Union, and the Employees to adhere to the Harassment Policy of the Employer.

- (a) There shall be no unwelcome physical or verbal conduct by any Party that demeans, belittles, or causes personal humiliation or embarrassment.
- (b) There shall be no verbal or physical conduct of a sexual nature by any Party.
- (c) The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence in the workplace and the right of the Employees to work in an environment free from discrimination and harassment.
- (d) The Parties also recognize that Employees work with residents who may exhibit behaviors that are inconsistent with this Article.
- (e) The Employer shall have a Harassment Policy available to all Employees.
- (f) Normal disciplinary and performance management measures shall not constitute harassment.

- 8.03 The safety and security of Employees is of utmost importance for the Parties and concerns about 'working alone' are a priority for the Parties.

#### **ARTICLE 9**

##### **LEARNING OPPORTUNITIES / IN-SERVICE PROGRAMS**

- 9.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer.

The provision of learning opportunities for Employees will be determined based on the provision of safe, competent care and quality living experiences for our residents as well as the financial resources of the Centre and the business objectives of the Bethany Care Society. The Supervisor and the Employee will select learning opportunities based upon the Employee's learning plan.

For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.

- 9.02 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.

Employees who, with prior approval of their Supervisor, attend in-service programs, which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- CPR (when established by the Employer as a mandatory qualification);
- emergency preparedness including fire, evacuation and disaster procedures;
- occupational health & safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries;
- Workplace Hazardous Materials Information System (WHMIS);
- dementia care training;
- managing responsive behaviors training (provided by the Employer within the first eighteen (18) months of employment when established by the Employer as a mandatory qualification).

- 9.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two (2) years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

- 9.04 The Employer shall make available in each Centre a combination of no fewer than five (5) current nursing-related journals and Health and Safety journals, among others.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

- 10.01 (a) An Employee shall serve one probationary period of five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked.
- (b) The Employer shall provide a reason for the termination of employment to the Employee and the Union in writing.
- 10.02 During the probationary period the Employee may be terminated for any reason, without:
- (a) notice; or
  - (b) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*), and
  - (c) shall not have recourse to the grievance procedure set out in this Collective Agreement or the *Code*, with respect to such termination.
- 10.03 The Employer shall provide a minimum of three (3) days paid orientation period for all new Employees.
- 10.04 New Employees will be given a sufficient orientation to equip them for their work. During this period, the Supervisor will ensure that the new Employee is provided with appropriate support to properly orient them to the position.
- 10.05 Subject to Article 12: Professional Employee Development and Performance Appraisals of the Collective Agreement, during the probationary period the Employer may provide a performance appraisal of each probationary Employee at least once to review her performance to date, including any areas that required improvement. If the probationary Employee thinks her appraisal is unfair she may request and shall be granted a further meeting with her Manager. It is understood that such performance reviews are not grievable.

## **ARTICLE 11**

### **SENIORITY**

- 11.01 (a) A Regular Employee's seniority date shall be the date on which a Regular Employee's continuous service in the employ of the Centre commenced within the bargaining unit (including all periods prior to certification), including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

- (b) An Employee who applies for and is successful at being appointed to a position within the same Care Centre but in another AUPE Bargaining Unit or at another Bethany Care Society Care Centre in another AUPE Bargaining Unit shall, effective the date of the appointment, transfer or promotion, have their seniority date and years of service with Bethany Care Society recognized for the purposes of all wages, benefits and entitlements in the Collective Agreement.
- 11.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 11.01.
- 11.03 Seniority shall be considered in determining:
- (a) preference of vacation time as specified in Article 27: Annual Vacation;
  - (b) layoffs and recalls, subject to the provisions specified in Article 36: Layoff and Recall;
  - (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 14: Recruitment and Selection - Appointments, Transfers and Promotions;
  - (d) the selection of available rotations by Employees on a unit affected by a new master rotation;
  - (e) the distribution and allocation of available additional shifts / "pick up shifts" / hours of work for part time and casual employees as specified in Clause 15.16.
- 11.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Regular Employee;
  - (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;
  - (c) if a Regular Employee does not return to work on recall, as provided in Clause 36.07.
- A Regular Employee filling a temporary position / assignment retains all rights of a Regular Employee.
- 11.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union representative, a seniority list containing the name and seniority date of each Regular Employee in the Bargaining Unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list on the bulletin board(s). The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.

- 11.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.
- 11.07 In the event seniority dates are the same, any disputes arising between two (2) Employees with the same date as they relate to layoffs and recall shall be resolved by a coin toss. If the dispute involves three (3) or more Employees with the same seniority date, then numbered cards will be used to determine the order of seniority.

## **ARTICLE 12**

### **PROFESSIONAL EMPLOYEE DEVELOPMENT AND PERFORMANCE APPRAISALS**

- 12.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Bethany Care Centre - Didsbury. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.
- 12.02 Employee's shall receive a written performance appraisal in accordance with the policy of the Employer.
- 12.03 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 12.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.
- 12.05 The Employer's representative who conducts the performance appraisal shall be in a position outside the Bargaining Unit.
- 12.06 (a) It is recognized that performance appraisals are different from discipline. The purpose of the meeting is to constructively review performance to date to assist in improved future performance. The review should include a discussion as well as written summary. Employees will be informed in advance of the discussion so they can prepare to discuss their experiences and performance and report on progress towards meeting the objectives in their learning plan since the last review. The Supervisor will provide a written assessment of the Employee's performance as well.

- (b) The Supervisor and the Employee will develop a learning plan for the next review period. Learning plans should concentrate on those aspects of job performance, which need improvement or enhancement. Employees and Supervisors will reach agreement on the expected level of job performance and develop a learning plan, which will help the Employee to meet those expectations.

#### **ARTICLE 13**

##### **HUMAN RESOURCES PERSONNEL FILE**

- 13.01 By appointment made at least one (1) working day in advance, excluding weekends and holidays, an Employee may have reasonable access to view his/her personnel file in the Human Resource office. An Employee may be accompanied by a Union representative when viewing her personnel file.
- 13.02 (a) Subject to the provisions of the *Alberta Personal Information Protection Act*, S.A. 2003, c. P-6.5, an Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (b) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

#### **ARTICLE 14**

##### **RECRUITMENT AND SELECTION - APPOINTMENTS, TRANSFERS AND PROMOTIONS**

- 14.01 The Employer shall post within the Centre and on the electronic website notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required;
  - (b) employment status (regular or temporary or casual and full-time or part-time);
  - (c) classification and full-time equivalency (FTE);
  - (d) department;
  - (e) anticipated duration, if position is temporary;
  - (f) shift to be worked and the approximate number of shifts per pay period; and
- for information purposes only, a notice of vacancy may specify the number of hours per shift, shifts per shift cycle, and the current shift pattern for the position.
- 14.02 Applications for vacancies, transfers or promotions, shall be made in writing on the form as provided by the Employer, to such officer of the Centre as the Employer may designate.

- 14.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 14.04 (a) Subject to Sub-Clause 14.04(b), the following order of consideration for applicants shall apply:
- (i) first, the Regular Employees, who are covered by this Collective Agreement in the Centre where the vacancy exists or the new position is being created; or
  - (ii) next, the Regular Employees, who are covered by other Collective Agreements in other Centre's of the Employer;
  - (iii) next, the Temporary or Casual Employees, who are covered by this Collective Agreement in the Centre where the vacancy exists or the new position is being created;
  - (iv) next, the Temporary or Casual Employees, who are covered by another Collective Agreement in other Centre's of the Employer.
- (b) When making promotions and transfers and filling vacancies, the determining factors shall be the most requisite job related skills, training, knowledge, acceptable performance and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 14.05 (a) The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- (b) The Employer may fill posted vacancies on a casual basis only, until a permanent candidate is selected.
- 14.06 TRIAL PERIOD
- (a) Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred and forty-eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.
  - (b) If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavour to reinstate the Employee in her former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of her former position.



- (c) If, during the trial period, the Employee finds her new position to be unsatisfactory, she may request in writing to be returned to her former position. At the sole discretion of the Employer, if the Employee's former position is still vacant, the Employer shall reinstate the Employee in her former position without loss of seniority. If such reinstatement is not possible (i.e. the former position is no longer vacant), the Employer shall endeavour to place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of her former position.

14.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is effected to provide a period of Rehabilitative Work Experience and / or Duty to Accommodate.

14.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

#### ARTICLE 15

#### HOURS OF WORK

15.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven point seven five (7.75) consecutive hours per day;
- (b) thirty-eight point seven five (38.75) hours per week averaged over one complete cycle of the shift schedule.

15.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
  - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments,the alternative to be applied shall be at the discretion of the Employer;
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half (½) shift of not less than four (4) hours;
- (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.

- 15.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.
- (b) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
- (i) for a rest period, at two times (2X) her basic rate of pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 15.03(a), at two times (2X) her basic rate of pay rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.
- 15.04 Subject to Clauses 15.11 and 15.12, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 15.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) a minimum of days of rest on two (2) weekends in a four (4) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
- (b) There shall be two (2) optional scheduling systems available, which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Sub-Clause 15.05(a) above shall be amended as follows:
- OPTION I
- (i) at least fifteen point five (15.5) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" means:
    - (1) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or

- (2) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;

- (iv) not more than six (6) consecutive days of work.

#### OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, she shall be entitled to premium pay at two times (2X) her basic rates of pay for that shift. This section does not apply to cases where Clauses 15.11 and 15.12 has been applied in altering a shift schedule.

15.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

15.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 15.05.

(b) The shift patterns, which may be available, are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only;
- (iv) nights only;
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation);
- (vii) nights and days (rotation).

- (c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention.
- (d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least zero point three three (0.33) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

- 15.08 When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at her basic rate of pay.
- 15.09 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 15.10 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rates of pay.
- 15.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what would otherwise have been her off duty days.
- 15.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

- 15.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 15.14 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period, and
  - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Clauses 15.01, 15.04, 15.05 and Article 16: Overtime shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Clause 16.02.
- 15.15 EXCHANGING SHIFTS
- (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate Supervisor.
- (b) Such a request shall be made in writing to the Employer and the Employer's reply shall be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 15.16 (a) A Regular Part-time Employee may, on a monthly basis or at such longer periods as directed by the Employer, submit in writing her willingness to pick up additional shifts and her availability for such shifts.
- (b) The Employer may schedule or offer additional shifts to Part-time Employees, who have given their availability in writing.

- (c) Where there are available additional shifts, the Employer shall first distribute the additional shifts to Regular Part-Time Employees, who have given their availability in writing, equitably and consistent with the principles of seniority.
- (d) Opportunity to work additional shifts or hours of work shall be made available and distributed:
  - (i) first to Part-time Employees, who have given their availability in writing, based on availability and seniority, and
  - (ii) then to Casual Employees on a fair rotational basis.

## **ARTICLE 16**

### **OVERTIME**

- 16.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and / or on the scheduled days of rest for Full-time Employees.
- The Employer shall provide overtime forms on each unit, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- 16.02 The overtime rate of one point five times (1.5X) the applicable basic rate of pay shall be paid for the first two (2) hours overtime worked and then two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked thereafter.
- 16.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

## **ARTICLE 17**

### **JOB CLASSIFICATION, SALARIES AND RECOGNITION OF PRIOR EXPERIENCE**

- 17.01 The basic rate of pay as set out in Appendix A: Salaries Schedules shall be applicable to all Employees covered by this Collective Agreement.
- 17.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) in the case of a Full-time Employee, one year of service; or
  - (b) in the case of a Part-time and Casual Employee two thousand and twenty-two point seven five (2,022.75) hours.
- For clarity, hours counted towards an Employee's next increment include hours worked as follows:
- (i) regular shifts;
  - (ii) relief or extra shifts;
  - (iii) paid education shifts;

- (iv) hours worked as overtime shifts (excluding any premium calculation);
- (v) paid Statutory Holidays and worked Statutory Holidays;
- (vi) paid vacation days;
- (vii) all paid absences.

17.03 JOB CLASSIFICATIONS

Job Description

An Employee may request from the Employer a copy of the job description for her position and the Employer shall provide the description within two (2) working days of the request.

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

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

17.06 NEW CLASSIFICATION

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

- (a) the Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified Bargaining Agent, or, failing that;
- (b) the Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified Bargaining Agent.

17.07 When a new classification is created under Clause 17.06 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

17.08 PAY FOR MEETINGS

Employees required by the Employer to attend staff meetings and committee Meetings shall be paid at the applicable rate of pay for attendance at such meetings.

17.09

#### CHANGES TO EXISTING CLASSIFICATION CRITERIA

- (a) Where the primary function or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days' notice.
- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.
- (c) Where, pursuant to this Article an Employee's job is changed, the Employee may request a classification review of their current position. The request for a classification review should be submitted in writing to the Administrator of the Care Centre or his designate.
- (d) Where a classification review is conducted pursuant to the foregoing paragraph, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria.
- (e) The Employee and the Union will be advised in writing of the results of the classification review.

Successful classification reviews shall be effective from the date that the original request for classification review was submitted.

17.10

#### RECOGNITION OF PRIOR EXPERIENCE

When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) Experience prior to a two (2) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- (c) If the Employee submits satisfactory documentations of her experience to the Employer within thirty (30) calendar days of her start date the adjustment to her rate of pay shall be effective retroactive to her start date. If the documentation is submitted after thirty (30) calendar days from her start date, such adjustments shall be effective the date the Employee submits documentation of her experience to the Employer.

17.11

#### OTHER PAY MATTERS

Paydays shall be on a bi-weekly basis by direct deposit into the Employee's designated financial institution account, in accordance with the Employer's established practice.



- 17.12 (a) OVERPAYMENT
- (i) Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.
  - (ii) By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to five percent (5%) of the Employee's gross earnings per pay period.
- (b) UNDERPAYMENT
- Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within fifteen (15) calendar days and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options.
- 17.13 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse.

#### **ARTICLE 18**

#### **PYRAMIDING**

- 18.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 18.02 Where two or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

#### **ARTICLE 19**

#### **SHIFT DIFFERENTIAL**

- 19.01 EVENING SHIFT
- A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
  - (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to; twenty-three hundred (2300) hours; or

- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

19.02 NIGHT SHIFT

A Shift Differential of five dollars (\$5.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

19.04 Where applicable, an Employee shall be paid both shift differential and weekend premium in addition to regular pay and overtime pay.

**ARTICLE 20**

**WEEKEND PREMIUM**

20.01 A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

20.03 Where applicable, an Employee shall be paid both shift differential and weekend premium in addition to regular pay and overtime pay.

## ARTICLE 21

### OTHER COMPENSATION / PAY

#### 21.01 TEMPORARY ASSIGNMENT PAY

- (a) When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification.
- (b) When an Employee is required temporarily to perform the duties of a lower paid classification, her basic rate of pay will not be changed.

#### 21.02 PRECEPTOR PAY

- (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five cents (65¢) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

#### 21.03 LPN CHARGE PAY PREMIUM

The Charge Pay Premium will be applicable to an Employee who is employed as and in her Professional capacity as a Licensed Practical Nurse, and who has been explicitly assigned by the Site Manager of the Employer to assume functional Charge responsibilities.

- 21.04 In recognition of this assigned Charge Responsibility role, a Licensed Practical Nurse will be paid a Charge Pay premium of one dollar and fifty cents (\$1.50) per hour.

## ARTICLE 22

### OCCUPATIONAL HEALTH AND SAFETY

- 22.01 It is the policy of the Employer that there be an operational Occupational Health, Safety and Environment Committee in the Bethany Care Centre. The Employer, the Union and the Employees are committed to supporting and promoting a healthy and safe working and living environment in the Centre for Employees and residents.

The Health and Safety Committee shall be comprised of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid her basic rate of pay for attendance at these committee meetings.

- 22.02 The Health and Safety Committee shall consider such matters as occupational health and safety including working alone and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- 22.03 The Health and Safety Committee shall also consider measures necessary to ensure the safety and security of each Employee on the Employer's premises including working alone and may make recommendations to the Employer in that regard.
- Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union representative may direct that the item be referred to the senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 22.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 22.05 The Employer shall have in place a harassment policy, which may be reviewed annually by the Health and Safety Committee.

### **ARTICLE 23**

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

- 23.01 There shall be an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.
- 23.02 The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC.
- 23.03 There will be no loss of pay for attendance at EMAC meetings.

### **ARTICLE 24**

#### **TERMINATION OF EMPLOYMENT**

- 24.01 An Employee shall give the Employer at least fourteen (14) calendar days' written notice of termination of employment.
- 24.02 VACATION PAY ON TERMINATION
- When employment is terminated for any reason, the Employee shall receive vacation pay in lieu of their unused vacation entitlement (entitlement times the Employee's basic rate of pay).

**ARTICLE 25**  
**TRANSPORTATION**

- 25.01 Regular Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.
- 25.02 A Regular Employee who is called back to the Centre shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Regular Employee travels for such purpose by private automobile, reimbursement shall be at the rate of forty-one cents (41¢) per kilometer or the Bethany Care Society rate, whichever is greater, from the Employee's residence to the Centre and return.
- 25.03 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Clause 25.02.

**ARTICLE 26**  
**NAMED HOLIDAYS**

- 26.01 (a) Regular Full-Time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- |                    |                  |
|--------------------|------------------|
| New Year's Day     | Labour Day       |
| Alberta Family Day | Thanksgiving Day |
| Good Friday        | Remembrance Day  |
| Victoria Day       | Christmas Day    |
| Canada Day         | Boxing Day       |
- August Heritage Day;
- and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.
- Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

- (b) In addition to the foregoing Named Holidays, Full-Time Employees who are in full-time employment with the Employer as of April first (1<sup>st</sup>), shall be granted an additional Named Holiday as a "Floater" holiday until it is proclaimed under Sub-Clause 26.01(a) at which time the "Floater" holiday will be replaced by the new Named Holiday and will be subject to the provisions of Sub-Clause 26.01(a).

The "Floater" holiday will be scheduled by mutual agreement between the Employer and Employee. If the "Floater" holiday has not been taken by the last day of December in any given year, it shall be paid out.

- (c) Notwithstanding the foregoing, while:
- (i) on layoff; or
  - (ii) in receipt of compensation from the Workers' Compensation Board; or
  - (iii) on an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or
  - (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (1) a day off with pay, or
- (2) payment in lieu thereof,

for the aforementioned Named Holidays.

26.02 Subject to Sub-Clause 26.01(c), 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; and
- (b) work on the holiday when scheduled or required to do so.

26.03 Except as modified by Sub-Clause 26.03(c) below, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) her basic rate of pay plus:

- (a) an alternate day off at a mutually agreed time, or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- (c) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay plus:
  - (i) an alternate day off at a mutually agreed time; or

- (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.
- 26.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
  - (a) an alternate day off at a mutually agreed time; or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.
- 26.05 The Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in this Article.
- 26.06
  - (a) Unless an Employee requests otherwise in writing, she shall be scheduled so as to be given either Christmas Day or New Year's Day off.
  - (b) Employees shall be scheduled to work on Christmas Day or New Year's Day but not on both of these Holidays unless otherwise requested. If an Employee has worked on Christmas Day the previous year, the Manager shall make every effort not to schedule her for Christmas Day the following year. When the Employee has been scheduled to have Christmas Day or New Year's Day off, the Employer shall make every effort to schedule the preceding day off as well.
- 26.07 Notwithstanding Clauses 26.03 and 26.04 any remaining alternate days off not taken by December thirty-first (31<sup>st</sup>) of each year shall be paid out at the Employee's basic rate of pay.

## ARTICLE 27

### ANNUAL VACATION

#### 27.01 DEFINITION

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

## 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 to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
  - (ii) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) years of employment, an Employee earns vacation at the rate of twenty (20) working days; and
  - (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days; and
  - (iv) during the twenty-fifth (25<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.
- (b) Employee with less than a year of service  
An Employee who has less than one (1) year of service prior to the first (1<sup>st</sup>) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.
- (c) Supplementary Vacation
  - (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
  - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
  - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
  - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.



- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.

(d) Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

27.03

- (a) Notwithstanding Clause 27.02, vacation with pay shall not accrue during periods while:

- (i) on layoff; and
- (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; and
- (iii) in receipt of compensation from the Workers' Compensation Board; and
- (iv) on leave of absence in excess of thirty (30) calendar days for any reason.

- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

27.04

SCHEDULING / TIME OF VACATION

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

The Employer shall post the vacation schedule planner by January first (1<sup>st</sup>) of each year. Where an Employee submits her vacation preference by March fifteenth (15<sup>th</sup>) of that year, the Employer shall indicate approval or disapproval of that vacation request by April thirtieth (30<sup>th</sup>) of the same year.

- (b) Vacation earned during one (1) vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer.
- (c) A vacation period may be divided by mutual agreement between the Employee and the Employer.

- (d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (e) Except in extenuating circumstances and at the discretion of the Employer, an Employee shall not be permitted to carry over more than a maximum of thirty- eight point seven five (38.75) hours to the next vacation year.
- (f) Employee requests to carry over vacation must be submitted on the Employer's Bank Request Form and received by the Human Resources Department no later than March 14 of each calendar year.
- (g) Notwithstanding Sub-Clause 27.04(b) any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.

27.05 An Employee shall not be permitted to work "pick-up" or "extra" shifts during their vacation period. However, an Employee required by the Employer to return to work during her vacation will receive two times (2X) her basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

27.06 Employees who request vacation with less than fourteen (14) days' notice to the employer may be required to replace themselves as part of the vacation approval process.

## **ARTICLE 28**

### **EMPLOYEE BENEFITS PLAN**

28.01 The Employer shall provide the following group plans for which participation is compulsory for eligible Employees:

- (a) a supplementary benefits plan which provides eighty percent (80%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) a benefits plan inclusive of:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic);

- (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six point six seven percent [66.67%] of basic earnings [regularly scheduled weekly hours multiplied by the Employee's basic rate of pay at the date of disability determines the level of weekly benefit coverage] to the established maximum following a fourteen [14] calendar day elimination period where applicable. The Short-Term Disability shall become effective on the first [1st] working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);
- (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six point six seven percent [66.67%] of basic earnings [regularly scheduled annual hours multiplied by the Employee's basic rate of pay at the date of disability divided by twelve [12] determines the level of monthly benefit coverage] to the established maximum following a one hundred and twenty [120] working day elimination period);
- (v) A dental plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. A maximum annual reimbursement of twenty-five hundred dollars (\$2,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2,500) per insured person.

(d) EI SUB Plan

At the Employer's option a "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required.

28.02

Enrolment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-Time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and

- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

- 28.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 28.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 28.05 The Employer will provide one (1) copy of each of the plans to the Union.
- 28.06 The Employer shall provide a Flexible Spending Account or Benefits Spending Account as set out in Letter of Understanding #2 – Re: Flexible Health Spending Account (Quality of Life Account) or Letter of Understanding #3 – Re: Benefits Spending Accounts.

## ARTICLE 29

### SICK LEAVE

- 29.01 Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- 29.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 29.03 After an Employee has completed her probationary period she shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days (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) working days (930 hours) provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period.

Sick leave shall not accrue during periods of the following absences, which exceed thirty (30) calendar days:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;

- (f) periods while in receipt of compensation from the Workers' Compensation Board.

29.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

29.05 Subject to Clauses 29.01, 29.02 and 29.03 above, an Employee granted sick leave shall be paid, at her basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.

29.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (930 hours) 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.

29.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave.

Employees may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

29.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Clause 29.05.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 29.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 29.05 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

29.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

29.10 RETENTION AND PORTABILITY

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

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

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.

29.12 DUTY TO ACCOMMODATE

An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 30.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of her readiness to return to work and:

- (a) if an Employee is capable of performing the duties of her former position, she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in Appendix A: Salaries Schedules and other benefits that accrued to her prior to her disability;
- (b) if an Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, an effort to accommodate to the point of undue hardship shall be made by the Employer to place her in an available or modified position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:

- (i) is not capable of resuming work pursuant to Sub-Clause 29.12(a), or
- (ii) for whom, after an effort to accommodate to the point of undue hardship having been made pursuant to Sub-Clause 29.12(b), alternate employment is not available,

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

29.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and / or scheduling provisions of Article 14: Recruitment and Selection - Appointments, Transfers and Promotions; Article 15: Hours of Work; Article 33: Regular Part-Time Employees and Article 40: Extended Work Day.

29.14 An Employee whose status has changed due to layoff from Regular Employee or an Employee on recall to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

### ARTICLE 30

#### WORKERS' COMPENSATION

30.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).

(b) Employees will be eligible to apply for sick leave benefits in accordance with Article 29: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

- (i) the Employee has sick leave credits available; and
- (ii) the Employee meets the eligibility requirements for sick leave; and
- (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Workers' Compensation Board.

30.02 An Employee receiving compensation benefits under Clause 30.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;

- (b) cease to earn vacation and sick leave credits subject to Clauses 27.03 and 29.03;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

30.03

#### DUTY TO ACCOMODATE

An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 28: Employee Benefits Plan or Article 29: Sick Leave.

30.04

The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 14: Recruitment and Selection - Appointments, Transfers and Promotions; Article 15: Hours of Work; Article 33: Regular Part-Time Employees and Article 40: Extended Work Day.

30.05

At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

30.06

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



**ARTICLE 31**  
**LEAVES OF ABSENCE**

31.01 GENERAL CONDITIONS

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Sub-Clause 31.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 28: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstay the leave without permission of the Employer shall automatically terminate her employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of her leave of absence.
- (g) When an Employee is on leave of absence without pay and is receiving WCB, STD or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Clauses 29.12 or 30.02, whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

31.02

UNION REPRESENTATIVE

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the local chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leave of absence, without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) To facilitate the administration of union leave as provided within this Collective Agreement, where union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had she been at work during such leave. In turn, the Employer shall invoice the Union for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.
- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Pension and Group Life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

31.03

NEGOTIATIONS

Representatives of the AUPE shall be granted time off without pay, or loss of seniority in order to participate in negotiations with the Employer.

## PARENTAL LEAVE

(a) Maternity Leave

An Employee who has completed twenty-six (26) weeks continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days' advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If, during the twelve (12) week period immediately preceding the estimated date of delivery, the pregnancy interferes with the performance of the Employee's duties, the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI Sub Plan benefits, STD or LTD. Maternity leave shall not exceed fifty-two (52) weeks unless mutually agreed otherwise between the Employer and the Employee.

An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all of the period of the extension.

(b) Paternity Leave

A father-to-be who has completed six (6) months' (twenty-six [26] weeks) continuous employment shall upon his written request, be granted an unpaid leave to commence two (2) weeks (fourteen [14] calendar days) prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks.

An Employee on parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice, in writing of their readiness to return to work, following which the Employer will reinstate him in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to him up to the date he commenced leave.

In the event that during the period of an Employee's parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the workforce shall be in compliance with Clause 36.11.

(c) Adoption Leave

- (i) An Employee who has completed six (6) months' (twenty-six [26] weeks) continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to thirty-seven (37) weeks as necessary for the purpose of adopting a child.
- (ii) Where the Employee is unable to comply with Sub-Clause 31.04(a) the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iii)
  - (1) Subject to Sub-Clause 31.04(c)(iii)(2) an Employee granted adoption leave shall provide the Employer with twenty-eight (28) days' notice, in writing of her readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
  - (2) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of the undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the workforce shall be in compliance with Clause 36.11.

31.05

COMPASSIONATE CARE LEAVE

- (a) An Employee who has worked six hundred (600) hours with the Employer, shall upon written request, giving fourteen (14) calendar days' notice, be granted leave without pay for up to a maximum of twenty-six (26) weeks (six [6] months) in accordance with the Employment Insurance Act for the purpose of providing care to a gravely ill or dying family member. Family member includes those for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance Legislation.
- (b) In order to receive compassionate care leave, the Employee shall provide a medical certificate from the family member's physician indicating the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

- (c) A Regular Employee shall continue to be covered according to the health benefit plan and policy conditions throughout the period of leave without pay. The Employee shall be responsible for the full payment of all premiums (both Employer and Employee share).

31.06

#### COURT APPEARANCE

- (a) In the event a Regular or Temporary Employee is required to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of her employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings at her basic rate of pay for the scheduled shifts so missed;
  - (ii) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions in Article 15: Hours of Work;
  - (iii) assign to the Employer all pay for such court appearance.
- (b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) on the day(s) she is required to appear before a court for the reasons stated in (a), she shall be granted a leave of absence for those scheduled shift(s) so missed and shall suffer no loss of regular earnings at her basic rate of pay.
- (c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

31.07

#### BEREAVEMENT LEAVE

- (a) Upon request and approval by the Supervisor, bereavement leave of up to five (5) consecutive calendar days with no loss of pay shall be granted to Employees in the event of the death of an immediate family member.
- (b) Bereavement leave can be extended by up to two (2) additional consecutive calendar days with no loss of pay if required, for travel greater than two hundred (200) kilometers, one way.
- (c) In consultation with the Manager, additional time away may be granted and such time away shall be unpaid.
- (d) Immediate family is defined as:
  - (i) spouse (including common-law and same-sex partner);
  - (ii) father or mother, including stepfather or stepmother, of the Employee or spouse, or any persons who legally filled the role of parent during the Employee's or spouses childhood;
  - (iii) sister or brother, including step-sister or step-brother, of either the Employee or spouse;

- (iv) children or legally adopted children of Employee or spouse or both, or children who have been under legal guardianship of the Employee or spouse or both; or
- (v) son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchild, guardian or fiancé.
- (e) Upon request and approval of the Supervisor, and in the event of the death of other relatives or close family and friends, an Employee may be granted up to one (1) working day off with pay to attend the funeral.

31.08

#### SPECIAL LEAVE

- (a) 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 Employee's immediate family.
- (b) The Employer shall approve special leave without loss of pay in such circumstances to a maximum of four (4) days in each calendar year.
- (c) For this article:
  - (i) a day is not less than and not more than seven point seven-five (7.75) hours;
  - (ii) the Employee may use the special leave in allocations of one (1) day or any combination of days to the maximum of four (4) days.
- (d) For this article, immediate family is defined as the spouse (including common-law and same-sex partner), child, parent, and grandparent.
- (e) The Employee shall inform the Employer of such with as much advance notice as possible.
- (f) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for special leave.

31.09

#### EDUCATION LEAVE

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 31.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

## **ARTICLE 32**

### **RETIREMENT SAVINGS**

#### **32.01 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

The Employer shall provide and administer contributions to an RRSP program to include the following:

- (a) Employees in positions of zero point three nine (0.39) FTE or greater and have completed five hundred and three point seven five (503.75) worked are eligible for this program; and
- (b) The Employer will deduct from eligible Employees an amount of four percent (4%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP. The Employer will match the Employee's contribution up to a maximum of four percent (4%) to be placed directly into the RRSP plan.

## **ARTICLE 33**

### **REGULAR PART-TIME EMPLOYEES**

#### **33.01 All provisions of this Collective Agreement shall apply to Regular Part-Time Employees, except:**

Article 12: Hours of Work  
Article 16: Overtime  
Article 26: Named Holidays  
Article 27: Annual Vacation  
Article 29: Sick Leave

which are superseded and replaced by the following:

#### **33.02 HOURS OF WORK**

Regular hours of work for Part-Time Employees, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed five to two (5:2) in a six (6) calendar week period.

#### **33.03 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 point seven five (7.75) hours; or
  - (i) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments,
  - (ii) the alternative to be applied shall be at the discretion of the Employer; or

- (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than four (4) hours;
- (b) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;
- (c) notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.
- (d) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at two times (2X) her basic rate of pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 33.03, at two times (2 X) her basic rate of pay rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.

33.04 Subject to Clause 33.11 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

- 33.05
- (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer, shift schedules shall provide for:
    - (i) at least fifteen point five (15.5) hours off duty between shifts;
    - (ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
    - (iii) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
  - (b) There shall be two (2) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Sub-Clause 33.05(a) above shall be amended as follows:

#### OPTION I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) days of rest on two (2) weekends in a six (6) week period. "Weekend" means:



- (1) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or
- (2) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive days of work.

#### OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, she shall be entitled to premium pay at two times (2X) her basic rate of pay for that shift. This section does not apply in cases where Clause 33.12 has been applied in altering a shift schedule.

33.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

- 33.07
- (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 33.05.
  - (b) The shift patterns which may be available are:
    - (i) days, evenings, nights (rotation);
    - (ii) days only;
    - (iii) evenings only;
    - (iv) nights only;
    - (v) evenings and days (rotation);
    - (vi) nights and evenings (rotation);
    - (vii) nights and days (rotation).

- (c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated, the Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention.
- (d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least zero point three three (0.33) of the time during the shift cycle. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

33.08 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours' pay at the Employee's basic rate of pay.

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

- 33.10
- (a) A Part-Time Employee may work additional shifts.
  - (b) Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate(s) provided in Clause 33.14:
    - (i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or
    - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Clause 33.02.
  - (c) Where the Employer requires a Part-Time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Clause 33.14.

33.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

- 33.12 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 33.13 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Such a request shall be made in writing to the Employer and the Employer's reply shall be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.
- 33.14 OVERTIME
- (a) The overtime rate of one point five times (1.5X) the applicable basic rate of pay shall be paid for the first two (2) hours overtime worked and then two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked thereafter.
- The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- (b) If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.
- 33.15 NAMED HOLIDAYS
- Except as modified in Clause 33.16 below, a Part-Time Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) her basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) her basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.
- 33.16 A Part-Time Employee required to work on Christmas Day or the August Civic Holiday shall be paid at two times (2X) her basic rate of pay for all hours worked.
- 33.17 Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, four point six percent (4.6%) of this rate per pay period in lieu of the Named Holidays.
- 33.18 Unless a Part-Time Employee requests otherwise, in writing, she shall be scheduled so as to be given either Christmas Day or New Year's Day off.

33.19

## ANNUAL VACATION

### DEFINITION

For the purpose of this Clause:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Part-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

33.20

### VACATION ENTITLEMENT

Regular Part-Time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below, and shall receive vacation pay in accordance with Clause 33.21:

- (i) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of employment, an Employee accumulates vacation time of twenty-one (21) calendar days; or
- (ii) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) years of employment, an Employee accumulates vacation time of twenty-eight (28) calendar days;
- (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment, an Employee accumulates vacation time of thirty-five (35) calendar days;
- (iv) during the twenty-fifth (25<sup>th</sup>) and subsequent years of employment, an Employee accumulates vacation time of forty-two (42) calendar days.

### (b) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.

- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
  - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (c) Time of Vacation
- (i) As far as possible, Part-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January first (1<sup>st</sup>) of each year. Where an Employee submits her vacation preference by March fifteenth (15<sup>th</sup>) of that year, the Employer shall indicate approval or disapproval of that vacation request by April thirtieth (30<sup>th</sup>) of the same year. Vacation time entitlement accumulated in one (1) vacation year shall be taken during the next following vacation year. Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the Employee and the Employer.
  - (ii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
  - (iii) Except in extenuating circumstances and at the discretion of the Employer, an Employee shall not be permitted to carry over more than a maximum of thirty-eight point seven five (38.75) hours to the next vacation year.
  - (iv) Notwithstanding Sub-Clause 33.20(c)(i) any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.

(d) Vacation Earning Portability

Where a voluntarily terminated Part-Time Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation pay as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

33.21 VACATION PAY

Vacation pay to be paid to a Regular Part-Time Employee, at least one (1) day and not more than two (2) weeks before the commencement of her annual vacation, shall be in accordance with the following formula: the hours worked, excluding overtime, during the preceding employment year, multiplied by the basic rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

- (a) six percent (6%) during the first (1st) and second (2nd) employment years; or
- (b) eight percent (8%) during the third (3rd) to fourteenth (14th) employment years; or
- (c) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) employment years; or
- (d) twelve percent (12%) during the twenty-fifth (25th) and subsequent employment years.

(Example: 500 hours x \$10.00 x .06 = \$300.00)

33.22 An Employee required by the Employer to return to work during her vacation will receive two times (2X) her basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

33.23 SICK LEAVE

Sick leave is provided by the Employer, as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under *The Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

33.24 On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one point five (1.5) working days for each full month of employment, up to a maximum of one hundred and twenty (120) working days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee. An Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of her probationary period, nor for additional shifts worked pursuant to Clause 33.10, sick leave shall not accrue during periods of the following absences which exceed thirty (30) calendar days:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;

- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; and
  - (f) periods while in receipt of compensation from the Workers' Compensation Board;
- 33.25 Part-Time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 33.26 Subject to the above, a Part-Time Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 33.27 When a Part-Time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 33.28 If a Part-Time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 33.29
  - (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Clause 33.26. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "inpatient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 33.26. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later timeframe.
  - (b) In the event an illness or injury preventing an Employee from performing her usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 33.26 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

- 33.30 Upon request of a Part-Time Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 33.31 A Part-Time Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Part-Time Employee's probationary period. At the request of the Part-Time Employee, the Employer shall provide the Employee with a written statement of her accumulated sick leave entitlement upon termination.
- 33.32 A Part-Time Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 31.01(f), for the duration of the illness or as provided below, whichever first occurs. The Part-Time Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:
- (a) if the Part-Time Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability;
  - (b) if the Part-Time Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 33.33 (a) Regular Part-Time Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) hours in a day or thirty-eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule., in which event Clauses 33.02, 33.04, 33.05, 33.12 and 33.14 have no application.



- (b) The Part-Time Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked these hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime in accordance with Sub-Clause 33.14(a).

#### ARTICLE 34

##### TEMPORARY EMPLOYEES

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

Article 10: Probationary Period;

Article 11: Seniority;

Article 12: Professional Employee Development and Performance Appraisals;

Article 28: Employee Benefits Plan, prior to the completion of six (6) months of continuous service;

Article 36: Layoff and Recall;

Article 37: Discipline and Dismissal;

which are superseded and replaced by the following:

- 34.02 (a) A Temporary Employee shall not have the right to grieve the termination of her employment.
- (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 36: Layoff and Recall, when no longer required in that capacity.

#### ARTICLE 35

##### CASUAL EMPLOYEES

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

35.02 HOURS OF WORK

- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
- (b) Casual Employees will not be required to work in excess of six (6) consecutive shifts except by mutual agreement.
- (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds five to two (5:2) averaged over six (6) calendar weeks.

- (d) Hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half (1/2) shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
  - (v) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.
  - (vi) If a Casual Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
    - (1) for a rest period, at two times (2X) her basic rate of pay rather than at straight time; or
    - (2) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 35.02(d)(v), at two times (2X) her basic rate of pay rather than at straight time; or
    - (3) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.

- 35.03
- (a) No Casual Employee shall be scheduled except with her consent.
  - (b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

- 35.04
- In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Employee shall be paid three (3) hours' pay at the Employee's basic rate of pay.

35.05 EXTENDED WORK DAY

All provisions pertaining to Casual Employees working the extended work day are covered in Article 40: Extended Work Day.

35.06 OVERTIME

- (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Casual Employee at the time overtime is worked.
- (b) The overtime rate of one point five times (1.5X) the applicable basic rate of pay shall be paid for the first two (2) hours overtime worked and then two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked thereafter.

35.07 SALARIES

- (a) The basic rate of pay for Casual Employees shall be as outlined in Appendix A: Salaries Schedules.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, a Casual Employee's basic rate of pay will be advanced to the next higher basic rate of pay following two thousand and twenty-two point seven five (2,022.75) hours worked with the Employer.
- (c) When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
  - (i) experience prior to a two (2) year lapse will not be recognized.
  - (ii) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
  - (iii) If the Employee submits satisfactory documentations of her experience to the Employer within thirty (30) calendar days of her start date the adjustment to her rate of pay shall be effective retroactive to her start date. If the documentation is submitted after thirty (30) calendar days from her start date, such adjustments shall be effective the date the Employee submits documentation of her experience to the Employer.

35.08 SHIFT DIFFERENTIAL

A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Casual Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or

- (b) to casual Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
- (c) to Casual Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

35.09 A Shift Differential of five dollars (\$5.00) per hour shall be paid:

- (a) to Casual Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Casual Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to Casual Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

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

35.12 A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Casual Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Casual Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Casual Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

35.13 TRANSPORTATION

- (a) Casual Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.

- (b) Where a Casual Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Clause 25.02.

35.14 NAMED HOLIDAYS

- (a) Except as modified by Sub-Clause 35.14(c) below, a Casual Employees shall be paid at one point five times (1.5X) their basic rate of pay for all hours worked on the Named Holiday.
- (b) Casual Employees shall be paid in addition to their basic rate of pay four point six percent (4.6%) of their basic rate of pay in lieu of the aforementioned Named Holidays.
- (c) A Casual Employee who works Christmas Day or the August Civic Holiday shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked.

35.15 ANNUAL VACATION

Casual Employees shall be entitled to, in addition to their basic rate of pay, six percent (6%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty-five (25) working days and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-Time Employee to reach the vacation of thirty (30) working days.

35.16 DUES DEDUCTION

Casual Employees shall be subject to dues deductions as provided in Article 6: Union Membership and Dues Deduction.

35.17 GRIEVANCE PROCEDURE

Casual Employees shall be covered by Article 39: Grievance Procedure / Problem Resolution Process.

35.18 APPOINTMENTS, TRANSFERS, AND PROMOTIONS

- (a) Subject to the criteria established in Article 14: Recruitment and Selection - Appointments, Transfers and Promotions, an applicant for regular employment who has experience with the Employer as a Casual Employee within the Bargaining Unit shall be given preference over external applicants.
- (b) The Employer shall post the name of the successful candidate in accordance with Clause 14.05.

35.19 A Casual Employee who transfers to Regular Full-Time or Part-Time employment with the Employer shall be credited with the following entitlements earned during her casual period of employment provided not more than six (6) months have elapsed since she last worked for the Employer:

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Clause 35.07.

35.20 TEMPORARY ASSIGNMENTS

When a Casual Employee is assigned by her immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the basic rate of pay for the classification in which the Employee is relieving, provided she is qualified to perform the substantive duties of the higher paid classification. When a Casual Employee is required temporarily to perform the duties of a lower paid classification, her basic rate of pay will not be changed.

35.21 PROBATIONARY PERIOD

Casual Employees shall be covered by Article 10: Probationary Period.

35.22 DISCIPLINE AND DISMISSAL

Casual Employees shall be covered by Article 37: Discipline and Dismissal.

ARTICLE 36

LAYOFF AND RECALL

36.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Centre; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this Bargaining Unit when Employees from within this Bargaining Unit are not available.

36.02 CONSULTATION MEETING

The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and discuss other relevant factors the Parties agree upon including the definition of "not actively posted" and "within the ten day period". The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.

36.03 NOTICE OF LAYOFF

- (a) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

- (b) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

36.04 LAYOFF PROCESS

Lay-off shall be applied on the basis of seniority where employees are laid off in reverse order of seniority.

36.05 SELECTION PROCESS

- (a) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (b) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- (d) In this provision, 'classification' means all classifications, and 'status' means Full-Time or Part-Time.
- (e) The Employee, through consultation with the Employer and the Union, shall indicate a preference of positions for which she has the requisite skill, training, and knowledge to perform the work.
  - (i) Within the same Centre, the Employee will select positions in the same classification which are vacant (not actively posted) or select to displace an Employee with less seniority in the same classification, regardless of status or FTE;
  - (ii) where there are no position(s) of any status in the same classification as the Employee's current position in the same Centre, the Employee may indicate a preference for an alternative position(s) in the same Centre, which is vacant (not actively posted) or occupied by a less senior Employee, in a different classification, regardless of status or FTE;
  - (iii) where there are no position(s) available within her current Centre in accordance with the above, the Employee may select a vacant position(s) (not actively posted) in another Centre represented by the Union in the same classification or different classification, regardless of status or FTE; or

- (iv) where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.
- (v) Placement of an Employee in a vacant position within another facility represented by the Union, pursuant to this Article, is not a contravention of this Collective Agreement.

36.06 APPLICATION OF LAYOFF

Following consultation with the Employee, the Employer shall place her in a position within the same classification or different classification regardless of status or FTE as selected by the Employee.

36.07 Employees who:

- (a) refuse an offer by the Employer of alternate work; or
- (b) lack the required competency and seniority to displace another incumbent within her particular classification;

shall be provided with not less than fourteen (14) calendar days' notice specifying the date on which she will be laid off.

36.08 (a) All regular and temporary vacancies shall be posted. Casual Employees and external applicants are not eligible for hire while Regular Employees remain on layoff.

The posting and selection process shall be administered in accordance with Article 14: Recruitment and Selection - Appointments, Transfers and Promotions.

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

36.09 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

36.10 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 28: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs (Employer and Employee portion). In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and her recall status shall not be adversely affected.



36.11 RECALL APPLICATION

When increasing the work force Employees shall be recalled in order of their seniority (the most senior employee) provided they possess the requisite skill, training, knowledge and ability to perform the work.

36.12 The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.

36.13 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.

36.14 Employees who have been reduced in regular hours of work through the application of this Article shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.

36.15 SEVERANCE

Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the Bargaining Unit.

(a) Severance will not be offered under the following conditions:

- (i) when an Employee voluntarily accepts layoff and recall; and/or
- (ii) when a layoff results from an act of God, fire or flood; and/or
- (iii) when an Employee has been terminated for just cause or has resigned or retired; and/or
- (iv) when an Employee's status is other than permanent Full-Time employment or permanent Part-Time employment.

(b) The Employer will offer the following severance to eligible Regular Employees, as defined in Sub-Clause 36.15(c) below:

- (i) a Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at their basic rate of pay for each full year of continuous employment to a maximum of thirty-five (35) weeks' pay.

- (ii) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at seventy-seven point five (77.5) hours for each full period of two thousand and twenty-two point seven-five (2,022.75) hours worked at the basic rate of pay to a maximum of thirty-five (35) weeks' pay.
  - (iii) For the purposes of Sub-Clauses 36.15(b)(i) and (ii) above, basic rate of Pay means basic rate of pay exclusive of overtime payments and premium payments.
  - (iv) For purposes of severance, continuous employment will be calculated from the last day of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.
- (c) A Regular Employee who has received layoff notice in accordance with this Article and for whom no alternate vacant position is available and she does not have the right to displace an Employee with less seniority, shall have the option to select either of:
  - (i) layoff with recall rights as specified in this Article; or
  - (ii) severance in accordance with this Article.
- (d) A Regular Employee who accepts severance pay as described above shall have terminated his/her employment, with no further rights to recall.
- (e) A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date of notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with this Article.
- (f)
  - (i) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing severance provisions for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
  - (ii) The Employee may be considered for hire by an Employer referred to in Sub-Clause 36.15(f)(i) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- (g) Severance pay provided under this Article shall be deemed to be inclusive of any and all legislative requirements for termination notice.

## **ARTICLE 37**

### **DISCIPLINE AND DISMISSAL**

- 37.01 Unsatisfactory conduct and / or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 37.02 Unsatisfactory conduct and / or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance.
- 37.03 During a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 37.04 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 37.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 37.06 Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 37.07 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 37.08 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 37.09 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 37.10 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be advised.
- 37.11 Except in extenuating circumstances, an Employee that is to be interviewed with regards to an incident that may lead to disciplinary action shall be given twenty-four (24) hours notice of the time and location of such interview.
- 37.12 Nothing in this Article prevents immediate suspension or dismissal for just cause.

## **ARTICLE 38**

### **COPIES OF COLLECTIVE AGREEMENT**

- 38.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 38.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 38.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.
- 38.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement in electronic form.

## **ARTICLE 39**

### **GRIEVANCE PROCEDURE/ PROBLEM RESOLUTION PROCESS**

- 39.01 (a) The problem resolution process is a grievance and arbitration process that is designed to provide a formal mechanism for the resolution of disagreements that arise between the Employer, Employees and the AUPE. This mechanism is intended to maintain and improve working relationships between the Parties.
- (b) The process is designed to allow for a timely and thorough investigation and resolution of grievances.
- (c) A "grievance" is defined as: any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement, policy, or procedure or unfair treatment.
- An Employee has the right to request that a Representative from the Alberta Union of Provincial Employees be present to assist them at any stage of the process.
- (d) "Days" means calendar days, exclusive of Saturday, Sunday and Named Holidays.

### **39.02 GRIEVANCE PROCEDURE**

A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined Clause 39.06 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed in the same manner as outlined in Sub-Clause 39.06(b). A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

- (c) a policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

39.03 AUTHORIZED REPRESENTATIVES

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that a Union representative shall not be hindered, coerced or interfered with in any way in the performance of her functions while investigating disputes and presenting adjustment as provided in this Article. However, no representative shall leave her work without obtaining consent from her Supervisor, which shall not be unreasonably withheld.

The Union representative shall not suffer any loss of pay for time spent in the performance of her duties involving an investigation or grievance provided that the representative does not leave the Employer's premises.

- (c) The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of authorized representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

39.04 TIME LIMITS

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 26: Named Holidays.

39.05 MANDATORY CONDITIONS

- (a) All grievances shall be initiated at the appropriate Step of the process, in writing, where applicable, within ten (10) days of the date the aggrieved party first became aware of, or reasonably should have become aware of, the event leading to the grievance.
- (b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

- (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.
- (d) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step 2.

39.06

#### THE GRIEVANCE PROCEDURE

##### (a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date she becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with her immediate supervisor and attempt to resolve the grievance at this stage.

In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following Steps.

##### (b) Step 2

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with her immediate supervisor in Step 1; or
- (ii) a group grievance, within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance, the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought.
- (iii) The grievance will be responded to, in writing, by the appropriate designated representative within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

##### (c) Step 3

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Administrator of the Centre(s) or designate. The Administrator or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Administrator or her representative shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

39.07

### THIRD PARTY MEDIATION

If the grievance proceeds to Mediation, one (1) jointly selected mediator shall meet with the Parties and within five (5) days of the request shall:

- (a) investigate the dispute;
- (b) define the issue(s) in dispute and,
- (c) make written recommendations to resolve the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be shared equally between the Parties to the dispute.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

39.08

### ARBITRATION

- (a)
  - (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
  - (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 39.08(a)(i), the Parties shall request the Director of Mediation Services, pursuant to the provisions of the *Code*, to appoint an arbitrator; or
  - (iii) at the request of either Party, a three (3) person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Sub-Clause 39.08(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

- (c) In the case of an Arbitration Board or single arbitrator, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (e) Each of the Parties to this Collective Agreement shall pay the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be shared equally between the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

#### ARTICLE 40

##### EXTENDED WORK DAY

- 40.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those nursing units where such Collective Agreement applies. The list of nursing units may be amended from time to time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-Time Employees, Part-Time Employees or both.
- (b) Nursing units may be deleted from the list referred to in Sub-Clause 40.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent.

40.02 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

##### 40.03 HOURS OF WORK

- (a) Amend Clause 15.01 to read:
  - "15.01 Regular hours of work for Full-Time Employees, exclusive of meal periods, shall:
    - (a) not exceed 12 consecutive hours per day, however, in no case shall they exceed eleven point two five (11.25) consecutive paid hours per day;
    - (b) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule;



- (c) except where overtime is necessitated, maximum in hospital hours shall not exceed twelve point two five (12.25) hours per day, determined by the start and finish times of the shift."
- (b) Amend Clause 15.02 to read:
  - "15.02 Regular hours of work shall be deemed to:
    - (a) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
    - (b) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer."
- (c) Amend Clause 15.05 to read:
  - "15.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:
    - (a) at least twenty-two point five (22.5) hours off duty at a shift changeover;
    - (b) at least two (2) consecutive days of rest per week; and
    - (c) a minimum of days of rest on two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours.
  - Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two point five (22.5) hours off duty, she shall be entitled to premium payment of two times (2X) her basic rate of pay for the first (1<sup>st</sup>) tour of duty on the new shift."

- (d) Amend Sub-Clause 15.07(c) to read:
- “15.07(c) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and eighty (180) regular hours worked in a calendar year. When a request to work nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks’ notice of intention.
- (e) Amend Sub-Clause 15.07(d) to read:
- “15.07(d) Employees who are required to rotate shifts shall be assigned day duty at least zero point five (0.5) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary.
- For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or for a Named Holiday that would have, except for such absences, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.”
- (f) Amend Sub-Clause 15.10 to read:
- “15.10 An Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.”
- (g) Amend Clause 15.14 to read:
- “15.14 (a) Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:
- (i) for those hours worked during the normal rest period, and
  - (ii) in place of overtime pay for those hours worked in excess of eleven point two five (11.25) in a day or thirty-eight point seven nine (38.79) in a week averaged over one (1) cycle of this shift schedule, in which event Clauses 15.01, 15.04, 15.05 and Article 16: Overtime shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Clause 16.02."

#### 40.04 OVERTIME

Amend Clause 16.01 to read:

"16.01 Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regular scheduled daily hours in compliance with Sub-Clause 40.03(g)(i) or on scheduled days of rest for Full-Time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked."

#### 40.05 NAMED HOLIDAYS

Amend Clause 26.03 to read:

"26.03 Except as modified by Sub-Clause 26.03(c) below, notwithstanding Clause 2.23 an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) her basic rate of pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day off at a mutually agreed time for which she will be paid seven point seven five (7.75) hours' pay at her basic rate of pay, or
- (b) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven point seven five (7.75) hours at her basic rate of pay.
- (c) an Employee required to work Christmas Day or the August Civic Holiday shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked."

## VACATION ENTITLEMENT

## (a) Amend Clause 27.02 to read:

"27.02(a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate shall be as follows:

- (i) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of employment in these positions, an Employee earns a vacation of one hundred sixteen point two-five (116.25) working hours;
- (ii) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) years of employment, an Employee earns a vacation of one hundred and fifty-five (155) working hours; and
- (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment, and Employee earns a vacation of one hundred and ninety-three point seven-five (193.75) working hours;
- (iv) during each of the twenty-fifth (25<sup>th</sup>) and subsequent years of employment an Employee earns a vacation of two hundred and thirty-two point five (232.5) working hours per year.

## (b) Employee with less than a year of service

An Employee who has less than one (1) year of service prior to the first (1<sup>st</sup>) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion of which the number of months of the Employee's service bears to twelve (12) months.

## (c) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.

- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.

(d) Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous.

At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination."

(b) Amend Clause 24.02 to read:

"24.02 Vacation Pay on Termination

- (a) If employment is terminated by an Employee without giving proper notice pursuant to Clause 24.01, notwithstanding any other provisions of this Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the subsisting order of the Employment Standards Code concerning vacation pay. The Employer may waive this clause if termination is due to illness or for other reasons, which are acceptable to the Employer.

- (b) If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement up to April in each calendar year at the Employee's regular rate, together with six percent (6%), in the case of an Employee entitled to one hundred and sixteen point two five (116.25) working hours vacation per annum, or eight percent (8%), in the case of an Employee entitled to one hundred and fifty-five (155) working hours vacation per annum, or ten percent (10%) in case of an Employee entitled to one hundred and ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred and thirty-two point five (232.5) working hours vacation per annum, of the Employee's regular earnings from the first day of April in each calendar year to the date of termination.
- (c) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement."

40.07

SICK LEAVE

- (a) Amend Clause 29.03 to read:

"29.03 After an Employee has completed her probationary period she shall be allowed a credit for Sick Leave computed from the date of employment at the rate of eleven point six two-five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period."

- (b) Amend Clause 29.05 to read:

"29.05 An Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced."

(c) Amend Clause 29.06 to read:

"29.06 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, 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."

#### 40.08 LEAVES OF ABSENCE

Amend Sub-Clause 31.07(a) to read:

"31.07(a) Bereavement Leave

Bereavement leave of five (5) extended working days and a maximum of thirty-eight point seven five (38.75) paid hours shall be granted in the event of a death of a member of the Employee's immediate family (i.e. spouse (including common law and same sex), child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grand-child, guardian or fiancé). Spouse shall include common-law and / or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and / or vacation but no additional payment is due therefore."

#### 40.09 SHIFT DIFFERENTIAL

(a) "19.01 A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and twenty-three hundred (2300) hours."

(b) "19.02 A shift differential of five dollars (\$5.00) per hour shall be paid to Employees for all hours worked within the period between twenty-three hundred (2300) hours and zero seven hundred (0700) hours."

#### 40.10 WEEKEND PREMIUM

"20.01 A weekend premium of three dollars and twenty five cents (\$3.25) per hour shall be paid in addition to shift differential, if applicable, to Employees for all hours worked within the period from fifteen hundred (1500) hours on Friday to zero seven hundred (0700) hours the following Monday."

## PART-TIME EMPLOYEES

- (a) Amend Clause 33.02 to read:

"33.02 Regular hours of work for Part-Time Employees, exclusive of meal periods, shall be up to eleven point two five (11.25) hours in any day. The ratio of work days to non-work days shall not exceed seven to seven (7:7) in a six (6) calendar week period."

- (b) Amend Clause 33.05 to read:

"33.05 Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer:

- (a) shift schedules shall provide for at least twenty-two point five (22.5) hours off duty at a shift changeover;
- (b) an Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (c) an Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two point five (22.5) hours off duty, she shall be entitled to premium pay of two times (2X) her basic rate of pay for the first (1<sup>st</sup>) tour of duty on the new shift."

- (c) Amend Clause 33.10 to read:

"33.10 (a) A Part-Time Employee may work additional shifts from time to time.

- (b) Where a Part-Time Employee volunteers or agrees when requested, she shall be paid her basic rate for such hours or, if applicable, at the overtime rate(s) provided in Clause 40.04:

- (i) for those hours worked in excess of eleven point two five (11.25) hours in a day; or
- (ii) for work performed by the Employee on days in excess of the work ratio referred to in Sub-Clause 40.11(a).



(c) Where the Employer requires a Part-Time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Clause 40.04."

(d) Amend Clause 33.24 to read:

"33.24 On completion of the stipulated probationary period, a Regular Part-Time Employee shall accumulate Sick Leave benefits on the basis of eleven point six two-five (11.625) hours per month, prorated on the basis of the regularly scheduled hours worked by the Part-Time Employee, in relation to the regularly scheduled hours worked for Full-Time Employees.

#### 40.12 CASUAL EMPLOYEES

A Casual Employee may be called or required for an extended work day shift in accordance with Clause 40.03. In such cases, work in excess of seven point seven five (7.75) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

### ARTICLE 41

#### BULLETIN BOARD SPACE

41.01 The Employer shall provide a Union-exclusive Bulletin Board at each Centre (in each Unit where required), to be placed, in accessible locations. The Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

### ARTICLE 42

#### DRESS CODE

42.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.

### ARTICLE 43

#### PROFESSIONAL REGISTRATION FEES

43.01 A Licensed Practical Nurse who is in a zero point four Full-Time equivalent (0.4 FTE) position or greater as of December first (1<sup>st</sup>) in each calendar year, and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA), at the beginning of the next calendar year shall receive one hundred dollars (\$100.00) reimbursement for his/her CLPNA registration.

43.02 Effective January 1, 2017 this Article is void and the expense is covered by the Letter of Understanding #3 – Re: Benefit Spending Accounts.

#### **ARTICLE 44**

##### **CLASS 4 DRIVING PERMIT**

- 44.01 When established by the Employer as a mandatory qualification, a Recreation Attendant who is in a zero point four Full-Time Equivalent (0.4 FTE) position or greater at the time of renewal of her Class 4 driving permit shall be reimbursed a maximum of sixty-five dollars (\$65.00) towards the cost of registration and other associated fees.

#### **ARTICLE 45**

##### **EMPLOYMENT INSURANCE PREMIUMS REDUCTIONS**

- 45.01 The Employee's portion of all monies from the Employment Insurance Commission Premium Reductions will be retained by the Employer and utilized by the Employer for various wellness initiatives / programs in accordance with the Employment Insurance Regulations.

**APPENDIX A**  
**SALARY SCHEDULES**

**Year 1:**

**Effective June 17, 2015**

1. All current rates of pay to continue.

**AUXILIARY NURSING CLASSIFICATIONS**

Uncertified HCA	Step 1	Step 2
	18.46	19.38

Certified HCA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	19.58	20.60	21.27	22.01	22.67	23.80	24.51

LPN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	25.98	27.08	28.17	29.29	30.38	31.44	32.70	34.00

2. % increase on the grid and/or lump sum in lieu of % increase on the grid (only) – equal to the negotiated or arbitrated % increase on the grid and/or lump sum in lieu of % increase on the grid for Year 1 at AHS tables for identical classifications ( AHS – ANC rates).
3. If the AHS – ANC Year 1 rates receive a % increase, the Didsbury % increase would be reduced by an amount equal to \$.05 cents per hour to bring Didsbury rates in line with Main Table rates.
4. If the AHS – ANC Year 1 rates do not receive an increase, but there is a lump sum or there is no lump sum, the rates do not change.

**Effective June 16, 2016**

1. % increase on the grid and/or lump sum in lieu of % increase on the grid (only) equal to the negotiated or arbitrated % increase on the grid and/or lump sum in lieu of % increase on the grid for Year 2 at AHS tables for identical classifications (AHS-ANC rates).

2. If the AHS – ANC Year 2 rates receive a % increase, and Year 1 do not, the Didsbury rates would be reduced by an amount equal to \$.05 cents per hours to bring Didsbury rates in line with the Main Table rates.
3. If the AHS – ANC Year 2 rates do not receive an increase, but there is a lump sum or there is no lump sum, the rates do not change

**AUPE ANC Rates - Didsbury**

Uncertified HCA	Adj	Step 1	Step 2
05-Sept-2014 to 16-Jun-2015		18.46	19.38
17-Jun-2015 to 16-Jun-2016	1.2%	18.63	19.56
16-Jun-2017	0.8%	18.78	19.72

Certified HCA	Adj	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
05-Sept-2014 to 16-Jun-2015		19.58	20.60	21.27	22.01	22.67	23.80	24.51
17-Jun-2015 to 16-Jun-2016	1.2%	19.76	20.80	21.48	22.22	22.89	24.04	24.75
16-Jun-2017	0.8%	19.92	20.97	21.65	22.40	23.07	24.23	24.95

LPN	Adj	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
05-Sept-2014 to 16-Jun-2015		25.98	27.08	28.17	29.29	30.38	31.44	32.70	34.00
17-Jun-2015 to 16-Jun-2016	1.2%	26.24	27.35	28.46	29.59	30.69	31.77	33.04	34.36
16-Jun-2017	0.8%	26.45	27.57	28.69	29.83	30.94	32.02	33.30	34.63

LETTER OF UNDERSTANDING #1

BETWEEN

BETHANY CARE SOCIETY

AND


THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: RETROACTIVE PAY FOR EMPLOYEES WHO TERMINATE EMPLOYMENT PRIOR  
TO RATIFICATION


A Regular Employee, who leaves the employ of the Bethany Care Society Didsbury in good standing between June 17, 2015 and the date of ratification, shall receive retroactive pay, providing the Employer receives written application within thirty (30) days of ratification between the parties.

ON BEHALF OF BETHANY CARE  
SOCIETY

Jennifer McCue  
President and CEO

  
\_\_\_\_\_  
2018.04.06  
DATE

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
April 3<sup>rd</sup>, 2018  
DATE

**LETTER OF UNDERSTANDING #2**

BETWEEN

BETHANY CARE SOCIETY

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: FLEXIBLE HEALTH SPENDING ACCOUNT (Quality of Life Account)**

The Parties agree as follows:

A Flexible Health Spending Account (Quality of Life Account) shall be implemented and continued in 2016 for all employees eligible for benefits in accordance with Article 28: Employee Benefits Plan.

A sum of five hundred dollars (\$500.00) per each Regular Full-Time Employee shall be allocated by the Employer to a Flexible Health Spending Account (Quality of Life Account) for each eligible Employee effective January first (1<sup>st</sup>) of each calendar year.

EFFECTIVE the Date of Ratification, the FHSA will be increased to a sum of seven hundred and fifty dollars (\$750.00) per each Regular Full-Time Employee for the balance of the 2016 calendar year without pro-rata for the mid-year increase.

This Flexible Health Spending Account (Quality of Life Account) shall be provided to Regular Part-Time Employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as of December fifteenth (15<sup>th</sup>) of the previous calendar year.

Any unused allocation in an employee's Flexible Health Spending Account (Quality of Life Account) as of December thirty-first (31<sup>st</sup>) of each calendar year may be carried forward for a maximum of one (1) calendar year.

The Flexible Health Spending Account (Quality of Life Account) may be utilized by the Employee for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 28: Employee Benefits Plan.

The Flexible Health Spending Account (Quality of Life Account) 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 Flexible Health Spending Account (Quality of Life Account).

ON BEHALF OF BETHANY CARE  
SOCIETY


Jennifer McCue  
President and CEO



DATE

2018.04.06

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES



DATE

April 3<sup>rd</sup>, 2018

**LETTER OF UNDERSTANDING #3**

BETWEEN

BETHANY CARE SOCIETY

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: BENEFITS SPENDING ACCOUNTS**

It is understood and agreed that the Letter of Understanding #2 *Re: Flexible Health Spending Account (Quality of Life Account)* is replaced in its entirety with this Letter of Understanding.

Effective January 1, 2017, the Employer will provide the following Benefits Spending Accounts available to Employees who are benefits eligible on January first (1<sup>st</sup>) of each year. There is no pro-rating for employees with mid-year eligibility.

- Personal Spending Account (PSA) – Taxable
- Health Care Spending Account (HCSA) – Non-Taxable. Under the prior agreement this was called a Flexible Spending Account or Quality of Life Account. Effective January 1, 2017, the HCSA will be offered in conjunction with the PSA noted above.

**Transition**

Employees will be able to, subject to CRA regulations, carry forward any unused allocation in an Employee's Flexible Health Spending Account (Quality of Life Account) (under Letter of Understanding #2) as of December thirty-first (31<sup>st</sup>), 2016 for a maximum of one (1) calendar year.

**Annual Allocation**

On January first (1<sup>st</sup>) of each year (commencing on January 1, 2017), a sum of seven hundred and fifty dollars (\$750.00), per each benefits eligible Full-Time Employee shall be provided by the Employer for the Employee to allocate to one or both of the Spending Accounts noted above.

The Spending Account allocation shall be provided to benefits eligible Part-Time Employees on a pro-rated basis. In order to facilitate enough time for the administrative process, the amount of the allocation for Part-Time Employees will be based on their Full-Time equivalency as of October fifteenth (15<sup>th</sup>) of each calendar year, rounded to the next higher dollar (\$1.00).

The Employee may allocate funds in whole or in part to the non-taxable Health Care Spending Account (HCSA) and/or to the taxable Personal Spending Account (PSA). Towards the end of each year Employees will be required to allocate their next year's Spending Account into one or both of the accounts (whole dollar amounts only). *Once Employees provide their allocation instructions, they will be unable to change their allocation until the following plan year. Each Plan year runs from January 1 to December 31.*

Option forms will be distributed by November fifteenth (15<sup>th</sup>) of each year and Employees must return their completed allocation forms to Human Resources no later than December 1<sup>st</sup>.



Employees who are laid off after January first (1<sup>st</sup>) in the year in which the funds are available, shall maintain access to the funds for the balance of that Spending Account year (January first [1<sup>st</sup>] to December thirty-first [31<sup>st</sup>]) while on layoff.

#### **Default Option and Unused Funds**

Each year employees will be provided with a form designed for them to allocate their Spending Account dollars between the two available accounts. Should the Employee not return their allocation form by the appointed date or if the allocation form is incomplete, the default option will be one hundred percent (100%) to the non-taxable Health Care Spending Account (HCSA). This is irrevocable and there will be no opportunity for late submission.

Unused funds left in either the HCSA or the PSA at the end of each year will be carried forward to the following year. There is a maximum carry forward of one year. If these funds are not used during the year to which they have been carried forward, they will be forfeited at the end of the carry forward year. Forfeited funds will not be available to be reallocated, paid out or credited to the Employee.

As per Canada Revenue Agency (CRA) rules governing the Flexible Spending / Quality of Life Account identified under the prior collective, any unused funds from the 2016 allocation will be carried forward to the 2017 calendar year.

#### **Eligible Expenses**

The HCSA and PSA are designed to cover different types of expenses as described below. Reimbursement will be provided upon submission of an original receipt.

Where the Employer chooses to contract with an insurer for the administration of the Benefits Spending Accounts, the administration of the Accounts shall be subject to and governed by the terms and conditions of the applicable contract between the Employer and the Administrator.

#### **Health Care Spending Account (HCSA) – Non-taxable**

The HCSA may be used to pay for expenses not covered by the Provincial Medical program or the regular medical and dental plans provided by the Employer and as defined in Article 28: Employee Benefits Plan. Eligible expenses will be reimbursed on a non-taxable basis. Expenses must meet the requirements for deductibility under s. 118.2 of the federal *Income Tax Act* to be eligible for reimbursement from the HCSA.

#### **Personal Spending Account (PSA) – Taxable**

The PSA may be used to pay for a range of personal medical, professional and educational expenses. Eligible expenses will be reimbursed on a taxable basis.

##### ***Fitness Related Services***

- Fitness club memberships
- Registration fees for fitness-related programs or lessons, such as aerobic classes, yoga, dance lessons and figure skating
- Sports team memberships and registration fees
- Annual memberships such as golf
- Court fees, green fees, ski passes, lift tickets

and race registrations

- Personal trainers, fitness consultations, lifestyle consultants and exercise physiologists

***Fitness Equipment***

- Durable equipment such as treadmills, exercise bikes and universal gym
- Skates, roller blades, bicycles, specialized athletic footwear, tennis racquets, golf clubs, safety helmets and specialized sports equipment

***Health Related Services***

- Weight management plans (excluding food)
- Smoking cessation programs
- Nutrition programs and counselling
- Maternity services (pre-natal classes and mid-wife services)
- Services of the following alternative health practitioners: reflexologist, iridologist, herbalist, homeopath, athletic therapist, Chinese medical practitioner, Shiatsu therapist, osteopathic practitioner and acupressurist
- Stress management programs
- Cholesterol and hypertension screening
- First aid and CPR (cardiopulmonary resuscitation) training
- Health assessments
- Allergy tests
- Vitamins and supplements, including herbal products
- Other alternative wellness services: Reiki, Ayurvedic medicine, touch therapy, Rolfing and light therapy
- Costs levied by attending physicians for the provision of sick notes to substantiate absences from work, for driving permit renewals, or for the completion of the insurer's disability claim forms.

***Insurance Premiums***

- Insurance premiums paid for Critical Illness, Life and Long Term Care.

***Educational and Personal Development***

- Language training

- Tuition fees for university, college or continuing education (including books and supplies)
- Tutoring
- Professional membership fees or dues
- Hobby and general interest classes
- Personal computer and accessories
- Fees associated with maintaining a professional designation

***Professional Services***

- Services of professionals for estate planning, financial counselling, tax return preparation and will preparation

**Taxability / Annual T4**


Eligible expenses reimbursed under the HCSA are non-taxable to the Employee while those reimbursed under the PSA are taxable.

At the end of each year, the administrator of the PSA will provide the Employer with the total reimbursed per Employee under the PSA. The Employer will add this amount to the Employee's annual T4 applicable to the calendar year in which the expenses were reimbursed.

Administration and tax reporting for the Benefits Spending Accounts will be adjusted as required to comply with applicable Federal and Provincial legislation.

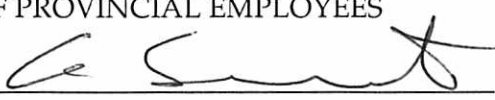
ON BEHALF OF BETHANY CARE  
SOCIETY

Jennifer McCue  
President and CEO

  
2018.04.06

DATE

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
April 3<sup>rd</sup>, 2018

DATE

**LETTER OF UNDERSTANDING #4**

BETWEEN

BETHANY CARE SOCIETY

(Bethany Care Centre – Didsbury)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: SERVICE DELIVERY MODEL CHANGE**

The Employer decided to change the service delivery model, which resulted in significant changes to the LPN and HCA staff groups. The changes resulted in the implementation of the full scope of practice for LPN's and HCA's.

The service delivery model initiated by the Employer. Therefore the Employer developed new work rotations and shift schedules for the current positions of each LPN and each HCA.

The parties recognized the value of meeting prior to a layoff process occurring. Therefore, the decision of the Employer has resulted in the selection by each Employee of a new work rotation / shift schedule.

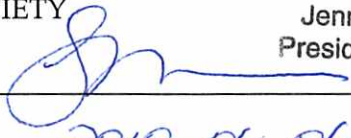
In the case of this service delivery model change, the Employer:

- Shall mitigate the effects of the service delivery model change, including the possibility of priority consideration for casual (pick up) shifts, placement in vacant position(s) in other Centre(s), training or other solutions.

This Letter of Understanding shall not form part of the Collective Agreement and shall expire on August 31, 2017.


ON BEHALF OF BETHANY CARE  
SOCIETY

Jennifer McCue  
President and CEO

  
\_\_\_\_\_  
2018.04.06

DATE

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
April 3<sup>rd</sup>, 2018

DATE