



COLLECTIVE AGREEMENT

BETWEEN

**TOUCHMARK AT WEDGEWOOD,
A CANADIAN PARTNERSHIP**

AND THE

**ALBERTA UNION OF
PROVINCIAL EMPLOYEES**

ON BEHALF OF

**LOCAL 047 CHAPTER 034
(Auxiliary Nursing Care)**

EXPIRES JUNE 30, 2012

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COLLECTIVE AGREEMENT made this 1st day of February, A.D., 2011

between

TOUCHMARK AT WEDGEWOOD, A CANADIAN LIMITED PARTNERSHIP

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

PREFACE

This Collective Agreement applies to the following:

TOUCHMARK AT WEDGEWOOD, A CANADIAN LIMITED PARTNERSHIP

- All employees when employed in auxiliary nursing care.

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date of ratification up to and including June 30, 2012 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 new Collective Agreement has been executed.

ARTICLE 2

DEFINITIONS

- 2.01 "Arbitration and Adjudication" takes its meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.
- 2.02 "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.03 "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.
- 2.04 "Code" means The Labour Relations Code, as amended from time to time.
- 2.05 "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.

- 2.06 “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 12: Hours of Work;
 - (ii) “Part-Time Employee” is one who is regularly scheduled for less than the normal hours specified in Article 12: Hours of Work.
 - (b) “Casual Employee” is one who:
 - (i) works on a call in basis and is not regularly scheduled; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) is regularly scheduled for a period of three (3) months or less for a specific job.
 - (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 six (6) months; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

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

2.07 “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 Touchmark at Wedgewood Edmonton.

2.08 “Female Gender” means and includes the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.

2.09 “FTE” means Full-Time equivalent.

- 2.10 “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.
- 2.12 “Shift” means a daily tour of duty excluding overtime hours.
- 2.13 “Cycle of the Shift Schedule” means the period of time when the shift schedule repeats itself and the cycle shall not exceed twelve (12) weeks.
- 2.14 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

RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.
- 3.03 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Executive Director or her designate.
- 3.04 Union membership meetings may be held on Employer premises subject to the approval of the Employer.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Employees shall be permitted to wear a lapel size pin representative of their Union during all hours of employment. The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to Article 35: Dress Code.
- 4.02 Membership in the Union is voluntary.

- 4.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include Employee name, address, starting date, classification, hourly rate, employment designation, seniority, dues deducted, gross earnings, and Employees on LTD. Such list shall include newly hired Employees.
- 4.04 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.
- 4.05 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.
- 4.06 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

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

ARTICLE 6

NO DISCRIMINATION

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

ARTICLE 7

IN-SERVICE PROGRAMS

- 7.01 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. 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.
- 7.02 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. The following in-service programs shall be compulsory and shall be provided to Employees upon hire and on an annual basis:
- (i) CPR (when established by the Employer as a mandatory qualification);
 - (ii) Fire, evacuation and disaster procedures;
 - (iii) Proper lifting and prevention of back injuries and proper use of equipment;
 - (iv) Workplace Hazardous Materials Information System (WHMIS).
- 7.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two 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.

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

7.05 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, or their electronic equivalent.

ARTICLE 8

PROBATIONARY PERIOD

8.01 A newly hired Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked or six (6) months whichever comes first. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked or six (6) months. 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 shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

8.02 The Employer shall provide a paid orientation for all Employees, including:

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) the Employee's first (1st) three (3) shifts of patient/resident/client care shall be under guidance.

8.03 Subject to Article 10: Performance Appraisal, the Employer shall provide at least one performance appraisal of each probationary Employee.

8.04 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.

8.05 Additional orientation requested by an Employee will not be unreasonably denied.

ARTICLE 9

SENIORITY

- 9.01 A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit, with the Employer, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.
- 9.02 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 9.01.
- 9.03 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 22: Annual Vacation;
 - (b) layoffs and recalls, subject to the provisions specified in Article 29: Layoff and Recall;
 - (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments, Transfers and Promotions;
 - (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employee's full time equivalency (FTE).
- 9.04 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 29.13.
- 9.05 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. 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.

9.06 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.

9.07 In the event seniority dates are the same, any disputes arising between two Employees with the same date as they relate to layoff and recall shall be resolved by a coin toss. If the dispute involves three or more Employees with the same seniority date, then numbered cards will be used to determine the order of seniority.

ARTICLE 10

PERFORMANCE APPRAISALS

10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees. 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.

10.02 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.

10.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file in the Business Office once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union representative when viewing her personnel file.

(b) An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

(c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

10.05 The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit.

ARTICLE 11

APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 11.01 The Employer shall post within the Centre(s) notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required;
 - (b) employment status
- For information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.
- 11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre as the Employer may designate.
- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 11.04
- (a) When making promotions and transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge, and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
 - (b) Subject to Sub-Clause 11.04(a), Regular and Temporary Employees shall be given preference over Casual Employees and external applicants.
- 11.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- 11.06 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.
- 11.07
- (a) 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.

- (b) During the term of the a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
 - (i) Such Employee shall be eligible to apply on postings of permanent vacancies pursuant to Article 11.04(a)
 - (ii) Such Employee shall not be eligible to apply on posting of temporary vacancies pursuant to Article 11.04(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (c) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 12

HOURS OF WORK

12.01 Regular hours of work for Full-Time Employees, exclusive of meal periods, shall be:

Licensed Practical Nurse

- (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 (1) complete cycle of the shift schedule.

and,

Health Care Aides

- (c) seven point five (7.5) consecutive hours per day;
- (d) thirty-seven point five (37.5) hours per week averaged over one (1) complete cycle of the shift schedule.

Rest and Meal Breaks

12.02 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 seven point five (7.5) hours; or

- (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours or seven point five (7.5) 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 rest period of fifteen (15) minutes during each half 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 four (4) hours.

12.03

- (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 she shall be given a full meal period later in her shift, or where that is not possible, be paid for the meal period as follows:
 - (i) for a meal for which the Employee is entitled to be paid in accordance with Sub-Clause 12.03(a), at two times (2X) her basic rate of pay rather than straight time; or
 - (ii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.

Posting of Master Rotations

12.04

Subject to Clauses 12.10 and 12.11 shift schedules shall be posted eight (8) 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.

Shift Schedule

12.05

- (a) Except in cases or 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 scheduled shifts;
 - (ii) at least two (2) consecutive days of rest per cycle of the shift schedule, except that, four times in a four week cycle of the shift schedule, 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 four (4) 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.

(b) Notwithstanding the above, when an Employee works a shift commencing at 2300 Sunday on her or his weekend off duty, the hour worked on Sunday between 2300 and 2400 will not be considered a violation of the scheduling provisions of this Article.

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 to cases where Clauses 12.10 and 12.11 have been applied in altering a shift schedule.

12.06 Optional scheduling provisions may be mutually agreed to , in writing, between the Employer and the Union.

12.07 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 Employee.

12.08 An Employee will not be scheduled to work more than six (6) 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 rate of pay.

Shift Patterns

12.09 (a) The Employer, in scheduling shifts, shall take into consideration an Employee’s request for certain shift schedules, subject to the requirements of Clause 12.05.

(b) The shift patterns which may be available are;

(i) days only;

(ii) evenings only

(iii) nights only;

(iv) evenings and days (rotation)

(v) nights and evenings (rotation) by request of the Employee only;

(vi) nights and days (rotation).

Schedule Changes

12.10 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.

12.11 Except when application of this Article is waived by mutual agreement between the Employee and Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift or the start time of 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.

Reporting Pay

12.12 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.

Daylight Saving Time

12.13 On the date fixed by proclamation, in accordance with the Daylight Saving 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 rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction on one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

Trading Shifts

- 12.14
- (a) Employees may trade shifts among themselves, provided that:
 - (i) the trade is agreed to , in writing, between the affected Employees on a Shift Trade Request Form at least 2 weeks prior to the traded shifts being worked; and
 - (ii) prior approval of such trade has been given by the Employee's immediate supervisor on the Shift Trade Request Form.
 - (b) Such trade shall be recorded on the shift schedule.
 - (c) Such trade shall not be deemed a violation of the provisions of the Collective Agreement.

ARTICLE 13

OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide 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.
- 13.02 The overtime rate of two times (2X) the basic rate of pay shall be paid for each overtime hour worked.
- 13.03 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 14

SALARIES

- 14.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of 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 (1) year of service as a Full-Time Employee; or
 - (b) in the case of a Part-Time Employee, two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand nine hundred and twenty five point seven five (1925.75) hours worked to the maximum increment granted to Full-Time Employees. For the purposes of this Sub-Clause, "hours worked" means all the hours an Employee actually works at her basic rate of pay and for all hours actually worked that would generate overtime.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, she shall be advanced to the next higher pay step in the Salaries Schedule for the higher classification provided that the trial period in the new position is successfully completed.

- 14.04 When an Employee is transferred to a classification with a lower rate of pay, her salary shall be adjusted immediately to the pay step in the Salaries Schedule she would have been entitled to, had she been on the lower rated classification from commencement of employment.
- 14.05 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.
- 14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;
 - (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.
- 14.07 When a new classification is created under Clause 14.06, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Clause 34.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 14.08 Employees required by the Employer to attend staff meetings, and committee meetings (except as provided in Clauses 32.01) shall be paid at the applicable rate of pay for attendance at such meetings.
- 14.09 Provided not more than three (3) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, her starting salary shall be adjusted by applying the following formula:
- (i) advance starting rate to the second (2nd) step in the salary scale if more than four thousand and forty-five point five (4045.5) hours, or
 - (ii) advance starting rate to the third (3rd) step in the salary scale if more than six thousand and sixty-eight point two five (6068.25) hours, or
 - (iii) advance starting rate to the fourth (4th) step in the salary scale if more than eight thousand and ninety-one (8091) hours, or

- (iv) advance starting rate to the fifth (5th) step in the salary scale if more than ten thousand, one hundred and thirteen point seven five (10,113.75) hours, or
- (v) advance starting rate to the sixth (6th) step in the salary scale if more than twelve thousand, one hundred and thirty six point five (12,136.5) hours, or
- (vi) advance starting rate to the seventh (7th) step in the salary scale if more than fourteen thousand, one hundred and fifty nine point two five (14,159.25) hours, or
- (vii) advance starting rate to the eighth (8th) step in the salary scale if more than one thousand, one hundred and eighty two (16,182) hours.

14.10 An Employee who has completed the required training and who is eligible but not yet registered, or who has not maintained current registration as a Licensed Practical Nurse pursuant to the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be paid at the appropriate rate of pay for a Health Care Aide.

14.11 An Employee who has completed the requisite training program pursuant to the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation and who passes the C.N.A.T.S exams on the first available opportunity to sit said examination following the commencement of employment, shall have her basic rate of pay adjusted retroactively to that for the classification of L.P.N., to the date of hire as a L.P.N. Otherwise retroactive adjustment of the basic rate of pay will be restricted to the date on which the examination was written and passed.

ARTICLE 15

SHIFT DIFFERENTIAL

15.01 A Shift Differential of two dollars and twenty-five cents (\$2.25) 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;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

Effective July 1, 2011 - Increase to \$2.75 per hour.

15.02 A Shift Differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of 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 and 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 and 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.

Effective July 1, 2011 - Increase to \$5.00 per hour.

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

15.04 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 16

WEEKEND PREMIUM

16.01 A Weekend Premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a fifty-six (56) hour period commencing at twenty-three hundred (2300) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after twenty-three hundred (2300) hours on a Friday provided that greater than one (1) hour is worked within a fifty-six (56) hour period commencing at twenty-three hundred (2300) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the fifty-six (56) hour period commencing at twenty-three hundred (2300) hours on a Friday.

Effective July 1, 2011 - Increase to \$3.25 per hour.

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

16.03 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 17

PYRAMIDING

17.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

17.02 Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 18

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

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

18.02 The local representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed representatives to sit on the EMAC.

18.03 There will be no loss of pay for attendance at EMAC meetings.

ARTICLE 19

RESIGNATION AND TERMINATION

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

19.02 Vacation Pay on Termination

(a) If employment is terminated by an Employee without giving proper notice, pursuant to Clause 19.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with 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 by the Employer, and proper notice given, or if the Employee is discharged for just cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the employees basic rate of pay.

ARTICLE 20

TRANSPORTATION

- 20.01 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.
- 20.02 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 fifty-two cents (\$0.52) per kilometre from the Employee's residence to the Centre and return.
- 20.03 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Clause 20.02.

ARTICLE 21

NAMED HOLIDAYS

- 21.01 (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 Civic Holiday; | |
- 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) 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 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 the aforementioned Named Holidays.

21.02 Subject to Sub-Clause 21.01(b), 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 reasons acceptable to the Employer; and

(b) Work on the holiday when scheduled or required to do so.

21.03 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 (1.5 X) her basic rate of pay and shall receive payment for her regularly scheduled shift at the basic rate of pay.

21.04 An Employee required by the Employer to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on those days at double time (2X) her basic rate of pay and shall receive payment for her regularly scheduled shift at the basic rate of pay.

21.05 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 be paid at the basic rate of pay.

21.06 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.

21.07 With respect to Christmas Day and August Civic Holiday, the Employer shall endeavour to schedule the Employee off on one of the days and to schedule the Employee to work on the other, unless mutually agreed.

ARTICLE 22

ANNUAL VACATION

22.01 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.

22.02

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 (1st) year of employment an Employee earns a vacation at the rate of ten (10) working days;
 - (ii) during the second (2nd) through sixth (6th) years of employment, an Employee earns vacation at the rate of fifteen (15) working days;
 - (iii) during the seventh (7th) through fourteenth (14th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days;
 - (iv) during the fifteenth (15th) and subsequent years of employment, an Employee earns a vacation at the rate of twenty-five (25) 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 (1st) 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.

22.03

- (a) Notwithstanding Clause 22.02, vacation with pay shall not accrue during periods while:
 - (i) on layoff; or
 - (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
 - (iii) in receipt of compensation from the Workers' Compensation Board; or

- (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.

22.04

Time of Vacation

- (a) (i) The Employer shall post the vacation schedule planner by February 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees who can be granted vacation at the same time. Where an Employee submits her or his vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by May 1st of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (ii) When an Employee submits a request in writing after April 1, the request will not supersede those received prior to April 1, regardless of seniority. The Employer shall indicate approval or disapproval in writing by May 15 for requests received between April 1 and May 1. The Employer shall indicate approval or disapproval in writing of vacation requests received after May 1 within 14 days of the request.
- (b) Vacation earned during one (1) vacation year and not scheduled or taken by the end of the next vacation year will be paid out in the last pay period in March of that vacation year unless otherwise mutually agreed to between the Employee and the Employer.
- (c) Notwithstanding Article 22.04(b), an Employee may be allowed, upon written request and by mutual agreement to carry forward up to one week of their year's vacation entitlement to the next vacation year. Such request for carrying over of vacation shall be submitted not later than January 31st. Such week of earned vacation carried over may not be utilized during the months of July or August nor during the period December 15 to the next following January, unless mutually agreed between the Employer and the Employee
- (d) (i) Subject to Article 22.04 (d) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period, except during the period June 1 to August 31 inclusive, during which Employees may request a maximum of three weeks, unless mutually agreed between the Employer and the Employee.

- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (iii) An Employee who chooses to take her or his vacation in broken periods shall be allowed to exercise her or his preference as to choice of vacation dates for only one vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Employees.
- (e) 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.

22.05 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.

ARTICLE 23

EMPLOYEE BENEFITS PLAN

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

- (a) Prescription drug coverage as per the current plan;
- (b) Group Life Insurance as per the current plan;
- (c) Accidental Death and Dismemberment Insurance as per the current plan;
- (d) Long-Term Disability Insurance as per the current plan;
- (e) Extended Health coverage as per the current plan plus vision care coverage providing for an eye exam every 24 months and up to \$300 every two calendar years per person for corrective lenses;
- (f) Extended Dental coverage as per the current plan plus 50% of eligible Level III and Level IV services and 50% of eligible Orthodontic Services. A maximum annual reimbursement of \$1500 per insured person per benefit year shall apply to Levels I through IV services. Orthodontic services shall be subject to a lifetime maximum reimbursement of \$1500 per insured person.

- 23.02 Where the benefits specified in Article 23.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 23.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 23.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 23.05 (a) The Employer shall provide one copy of each of the plans to the Provincial Office of the Alberta Union of Provincial Employees.
- (b) The Employer shall advise the Alberta Union of Provincial Employees of all premium rate changes pursuant to Article 23.01.
- 23.06 Such coverage shall be provided to Regular and Temporary Employees except for:
- (a) A Part-Time Employee whose regularly scheduled hours of work are fewer than 25 hours per week averaged over one complete Cycle of the Shift Schedule;
- (b) A Temporary Employee who works fewer than 25 hours per week averaged over one complete Cycle of the Shift Schedule or who is hired to work for a position of less than six months.
- 23.07 The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.
- 23.08 Eligible employees may decline extended health and/or extended dental coverage provided that they can provide proof of comparable coverage.

ARTICLE 24

SICK LEAVE

- 24.01 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical Officer of Health.
- 24.02 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.

- 24.03 Effective the date of ratification, 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 two-five (1.25) working days for each full month of employment up to a maximum credit of sixty-six (66) working days provided, however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. In the case of:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of weekly indemnity as provided for by the Long Term Disability Insurance Plan;
 - (f) periods while in receipt of compensation from the Workers' Compensation Board;
- sick leave shall not accrue.
- 24.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employee. Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so.
- 24.05 Subject to Clauses 24.01, 24.02, 24.03 and 24.04 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.
- 24.06 When an Employee has accrued the maximum sick leave credit of sixty-six (66) 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.
- 24.07 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during a period of 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 24.05. 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 24.05. 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 24.05 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.

24.08 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.

24.09 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.

24.10 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 26.01(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, in the case of a long-term illness, provide the Employer with fourteen (14) 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 step in the salary schedule 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, 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.

24.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 28: Part-Time, Temporary or Casual Employees.

ARTICLE 25

WORKERS' COMPENSATION

- 25.01 (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 24: 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 in the amount equal to the WCB reimbursement. 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.
- 25.02 An Employee receiving compensation benefits under Clause 25.01 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 22.03 and 24.03;
 - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 25.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her former position, shall provide the Employer with twenty-eight (28) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;

- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability;
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 23: Employee Benefits Plan or Article 24: Sick Leave.

25.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 28: Part-Time, Temporary and Casual Employees.

25.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

- (a) an Employee who is not capable of resuming work pursuant to Sub-Clause 25.03(a); or
- (b) for whom, after a reasonable effort having been made pursuant to Sub-Clause 25.03 (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:

- (a) this Agreement;
- (b) any applicable law of Canada;
- (c) any applicable law of Alberta.

25.06 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.

25.07 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 26

LEAVES OF ABSENCE

26.01

General Conditions

- (a) Requests for a leave of absence will be made in writing to the Employee's Supervisor six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. 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 with fourteen (14) days of receipt of the request.
- (b) Except as provided in Sub-Clause 26.01(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 23: Employee Benefits Plan, provide that the Employee makes prior arrangements to pay full premium costs. If the Employee fails to remit the full payment required above, her 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 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 circumstance 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 or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Clause 24.11 or 25.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

- (h) The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer.

26.02

Leave for Union Business

- (a) A Union member may make a request for a leave of absence to perform the duties of any office of the Union.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) Representatives of the AUPE shall be granted time off without loss of seniority in order to participate in negotiations with the Employer.
- (d) When leave to attend Union business in accordance with Sub-Clauses 26.02 (a), (b) and (c) has been approved, it is granted with pay. The Union shall reimburse the Employer for all monies paid to the Employee while on leave, plus an amount to cover the Employee's benefits and the Employer's administrative costs.
- (e) One (1) Employee who is elected for or appointed to 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. If it is permissible under the pension and group life plans 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.

26.03

Terminal Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay for a period up to six (6) months. The Employee may choose to continue his/her group benefits provided he/she pays for the full premium charged by the carrier. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

Parental Leave**(A) Maternity Leave**

An Employee who has completed six (6) months' 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 or LTD. Maternity leave shall not exceed twelve (12) months 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 the period of the extension.

(B) Paternity Leave

A father-to-be who has completed six (6) months' continuous employment shall upon his written request, be granted an unpaid leave to commence two (2) weeks 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. Where an Employee is entitled to resume work pursuant to this Clause, the Employer shall:

- (i) reinstate the Employee in the position occupied when parental leave started; or
- (ii) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the parental leave started.

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 29.04.

26.05

Adoption Leave

- (a) An Employee who has completed six (6) months' 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 twelve (12) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
 - (i) Subject to section (ii) 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.
 - (ii) 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 29.04.

26.06

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 12: 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.

26.07

Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, grandparent, grandchild, guardian or fiancée). 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. For the first three (3) calendar days of such leave of absence, the Employee shall be paid at the basic rate of pay for each regularly scheduled shift that is missed. The Employer may extend bereavement leave based on the Employee's individual circumstances. The Employee may apply vacation or banked overtime to the additional leave.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off without pay to attend the funeral services.

- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.

26.08 **Special Leave**

If an Employee is unable to report to work as the result of illness in the immediate family or for any other pressing necessity requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, banked overtime, or unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) working days per year. If situations arise where the need for time off is not for pressing necessity and where it is reasonable to do so, Employees will be encouraged to attempt to trade shifts prior to utilizing special leave.

26.09 **Education Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for education purposes related to their position, subject to the conditions provided in Clause 26.01, 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.

26.10 **Benefits**

- (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

ARTICLE 27

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

27.01 The Employer shall offer a pension plan in the form of a Registered Retirement Saving Plan to all regular Employees whose contribution will be on a voluntary basis, provided they are scheduled to work at least 25 hours per week as averaged over 1 complete cycle of the shift schedule.

The Employer shall match contributions made by eligible Employees in accordance with following schedule:

- Matching up to 2% of regular earnings after 1 years of service
- Matching up to 3% of regular earnings after 2 years of service
- Matching up to 5% of regular earning after 3 years of service

27.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the plan.

ARTICLE 28

PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

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

Article 12: Hours of Work
Article 13: Overtime
Article 21: Named Holidays
Article 22: Annual Vacation
Article 24: Sick Leave

which are superceded by the following:

Hours of Work

28.02 Regular hours of work for Part-Time Employees, exclusive of meal periods, shall be up to seven point seven five (7.75) LPNs, and seven point five (7.5) HCAs, consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) or thirty-seven point five (37.50) 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 5:2 over one (1) complete cycle of the shift schedule.

Rest and Meal Breaks

28.03 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) or seven point five (7.5) hours; or

one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) or seven point five (7.5) 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

include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours;
- (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 a Part-Time 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 a Part-Time Employee is recalled to duty during her meal period she shall be given a full meal period later in her shift, or, where that is not possible, be paid for the meal period as follows:
 - (i) for a meal period for which the Part-Time Employee is entitled to be paid in accordance with Sub-Clause 28.03, (c) at two times (2X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Part-Time Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.

Posting of Master Rotations

28.04 Subject to Clause 28.10 shift schedules shall be posted eight (8) 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.

Shift Schedules

- 28.05
- (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 scheduled shifts;
 - (ii) at least two (2) consecutive days of rest per cycle of the shift schedule, except that, four times in a four week cycle of the shift schedule, 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 four (4) 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.
 - (b) Notwithstanding the above, when an Employee works a shift commencing at 2300 Sunday on her or his weekend off duty, the hour worked on Sunday between 2300 and 2400 will not be considered a violation of the scheduling provisions of this Article.

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 to cases where Clauses 28.10 and 28.11 has been applied in altering a shift schedule.

- 28.06 Optional scheduling provisions may be mutually agreed to, in writing, between the Employer and the Union.
- 28.07 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 Part-Time Employee.
- 28.08 An Employee will not be scheduled to work more than six (6) 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 rate of pay.

Shift Patterns

- 28.09 (a) The Employer, in scheduling shifts, shall take into consideration a Part-Time Employee's request for certain shift schedules, subject to the requirements of Clause 28.05.
- (b) The shift patterns which may be available are:
- (i) days only;
 - (ii) evenings only;
 - (iii) nights only;
 - (iv) evenings and days (rotation);
 - (v) nights and evenings (rotation) by request of the Employee only;
 - (vi) nights and days (rotation).

Schedule Changes

- 28.10 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 regularly scheduled shift, or the start time of an Employee's regularly 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.
- 28.11 (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 28.15:

- (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 Part-Time Employee on days in excess of the work ratio referred to in Clause 28.02.
- (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 28.15.

Reporting Pay

28.12 When a Part-Time 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 the payment of three (3) hours' pay at the Part-Time Employee's basic rate of pay.

Daylight Saving Time

28.13 On the date fixed by proclamation, in accordance with the Daylight Saving 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 rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

Trading Shifts

- 28.14 (a) Employees may trade shifts among themselves, provided that:
- (i) the trade is agreed to, in writing, between the affected Employees on a Shift Trade Request Form at least two weeks prior to the traded shifts being worked; and
 - (ii) prior approval of such trade has been given by the Employee's immediate supervisor on the Shift Trade Request Form.
- (b) Such exchange shall be recorded on the shift schedule.
- (c) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

Overtime

28.15 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day, and on days in excess of the work ratio referred to in Clause 28.02 above. The Employer shall provide 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) The overtime rate of two times (2X) the basic rate of pay shall be paid for each overtime hour worked.
- (c) If mutually agreed between the Part-Time Employee and the Employer, equivalent time off in lieu of pay may be granted if requested by the Employee. Time off not taken by the last day of March in any given year shall be paid out.

Named Holidays

- 28.16 (a) 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.
- (b) A Part-Time Employee required to work on Christmas Day or August Civic holiday shall be paid for all hours worked on those days at two times (2X) her Basic Rate of Pay.
- 28.17 Regular Part-Time Employees shall be paid per pay period, in addition to their basic rate of pay, an amount equal to four point two per cent (4.2%) times their hours worked in the pay period times their basic rate of pay in lieu of the Named Holidays.
- 28.18 With respect to Christmas Day and New Year’s Day, the Employer shall endeavor to schedule the Employee off on one of the days and to schedule the Employee to work on the other, unless mutually agreed.

Annual Vacation

28.19 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.

28.20 (a) 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 28.23:

- (i) during the first (1st) year of employment, a Part-Time Employee accumulates vacation at the rate of ten (10) calendar days; or

- (ii) during the second (2nd) to sixth (6th) years of employment, a Part-Time Employee accumulates vacation at a rate of fifteen (15) calendar days;
 - (iii) during the seventh (7th) to fourteenth (14th) years of employment, a Part-Time Employee accumulates vacation time of twenty (20) calendar days;
 - (iv) during the fifteenth (15th) and subsequent years of employment, a Part-Time Employee accumulates vacation time of twenty-five (25) calendar days.
- (b) An Employee with less than one year of service shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to the number of months of the Employee's service.

28.21

Time of Vacation

- (a) (i) The Employer shall post the vacation schedule planner by February 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees who can be granted vacation at the same time. Where an Employee submits her or his vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by May 1st of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after April 1, the request will not supersede those received prior to April 1, regardless of seniority. The Employer shall indicate approval or disapproval in writing by May 15 for requests received between April 1 and May 1. The Employer shall indicate approval or disapproval in writing of vacation requests received after May 1 within 14 days of the request.
- (b) Vacation earned during one (1) vacation year and not scheduled or taken by the end of the next vacation year will be paid out in the last pay period in March of that vacation year unless otherwise mutually agreed to between the Employee and the Employer.

- (c) Notwithstanding Article 28.21(b), an Employee may be allowed, upon written request and by mutual agreement to carry forward up to one week of their year's vacation entitlement to the next vacation year. Such request for carrying over of vacation shall be submitted not later than January 31st. Such week of earned vacation carried over may not be utilized during the months of July or August nor during the period December 15 to the next following January, unless mutually agreed between the Employer and the Employee.
- (d)
 - (i) Subject to Article 28.21 (d) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period, except during the period June 1 to August 31 inclusive, during which Employees may request a maximum of three weeks, unless mutually agreed between the Employer and the Employee.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
 - (iii) An Employee who chooses to take her or his vacation in broken periods shall be allowed to exercise her or his preference as to choice of vacation dates for only one vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Employees.
- (e) 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.

28.22

- (a) Notwithstanding Clause 28.20, vacation with pay shall not accrue during periods while:
 - (i) on layoff; or
 - (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
 - (iii) in receipt of compensation from the Workers' Compensation Board; or
 - (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.

28.23 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) four per cent (4%) during the first (1st) employment year; or
- (b) six per cent (6%) during the second (2nd) to sixth (6th) employment years; or
- (c) eight per cent (8%) during the seventh (7th) to fourteenth (14th) employment years; or
- (d) ten per cent (10%) during the fifteenth (15th) and subsequent employment years.

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

28.24 A Part-Time 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.

Sick Leave

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

28.26 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.

28.27 After an Employee has completed her 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 two five (1.25) working days for each full month of employment, up to a maximum of sixty six (66) working days prorated on the basis of the regularly scheduled hours worked by the Part-Time Employee in relation to the regularly scheduled hours for a Full-Time Employee. However, a Part-Time 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 28.11. In the case of:

- (i) illness;
- (ii) injury;
- (iii) layoff;
- (iv) leave of absence;
- (v) unpaid leave while in receipt of weekly indemnity as provided for by the Long Term Disability Insurance Plan; and
- (vi) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue.

28.28 Part-Time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Part-Time Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so.

28.29 Subject to the above, a Part-Time 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 sick leave commenced.

28.30 When a Part-Time Employee has accrued the maximum sick leave credit of sixty six (66) 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.

- 28.31 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during a period of scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Part-Time 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 28.29. Notwithstanding the foregoing, should a Part-Time 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 28.29. 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 a Part-Time 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 28.29 until the Part-Time 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.
- 28.32 Upon request of a Part-Time Employee but not more frequently than once a year, the Employer shall advise a Part-Time Employee of her accrued sick leave credits.
- 28.33 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 the Collective Agreement;
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the employer.
- 28.34 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 26.01(g), 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, in the case of a long-term illness, provide the Employer with fourteen (14) days' written notice of readiness to return to work and:

- (a) if a 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 pay step in the Salaries Schedule and other benefits that accrued to her prior to her disability;
- (b) if a 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.

28.35 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11, Appointment, Transfers and Promotions; Article 12, Hours of work.

TEMPORARY EMPLOYEES

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

- (a) Article 8: Probationary Period;
- (b) Article 9: Seniority;
- (c) Article 10: Performance Appraisals;
- (d) Article 23: Employee Benefits Plan prior to the completion of six (6) months of continuous service;
- (e) Article 29: Layoff and Recall;
- (f) Article 30: Discipline and Dismissal;

which are superseded and replaced by the following:

- 28.37 (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.

CASUAL EMPLOYEES

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

Hours of Work

- 28.39
- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) LPNs, or seven point five (7.5) HCAs 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 5:2 over one (1) complete cycle of the shift schedule.
 - (d) Hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, either two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) or seven point five (7.5) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) or seven point five (7.5) 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 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 Casual 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 a Casual 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 she shall be given a full meal period later in her shift, or where that is not possible, be paid for the meal period as follows:
 - (a) for a meal period for which the Casual Employee is entitled to be paid in accordance with Sub-Clause 28.39 (d)(v), at two times (2X) her basic rate of pay rather than at straight time; or
 - (b) for a meal period for which the Casual Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.

- 28.40 No Casual Employee shall be scheduled except with her consent.
- 28.41 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Casual Employee shall be paid three (3) hours' pay at the Casual Employee's basic rate of pay.

Overtime

- 28.42 (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 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 two times (2X) the basic rate of pay shall be paid for each overtime hour worked.

Salaries

- 28.43 (a) The basic rate of pay for Casual Employees shall be as outlined in the Salaries Schedule.
- (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 (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand nine hundred twenty nine point seven five (1929.75) hours worked to the maximum increment granted to Full-Time Employees. For the purposes of this Sub-Clause, "hours worked" means all the hours a Casual Employee actually works at her basic rate of pay and for all hours actually worked that would generate overtime.
- (c) Provided not more than three (3) years have elapsed since the experience was obtained, when a Casual Employee has experience satisfactory to the Employer, her starting salary shall be adjusted by applying the following formula:
- (i) advance starting rate to the second (2nd) step in the salary scale if more than four thousand and forty-five point five (4045.5) hours, or
 - (ii) advance starting rate to the third (3rd) step in the salary scale if more than six thousand and sixty-eight point two five (6068.25) hours, or
 - (iii) advance starting rate to the fourth (4th) step in the salary scale if more than eight thousand and ninety-one (8091) hours, or

- (iv) advance starting rate to the fifth (5th) step in the salary scale if more than ten thousand, one hundred and thirteen point seven five (10,113.75) hours.
- (v) advance starting rate to the sixth (6th) step in the salary scale if more than twelve thousand, one hundred and thirty six point five (12,136.5) hours, or
- (vi) advance starting rate to the seventh (7th) step in the salary scale if more than fourteen thousand, one hundred and fifty nine point two five (14,159.25) hours, or
- (vii) advance starting rate to the eighth (8th) step in the salary scale if more than sixteen thousand, one hundred and eighty two (16,182) hours.

28.44

Shift Differential

A Shift Differential of two dollars and twenty-five cents (\$2.25) 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 and twenty three hundred (2300) hours;
- (c) to Casual Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

Effective July 1, 2011 – increase to \$2.75 per hour.

28.45

A shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid:

- (a) to Casual Employees working a shift where the majority of such shift falls with the period 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 and zero seven hundred (0700) hours;
- (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 and 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 and zero seven hundred (0700) hours.

Effective July 1, 2011 – increase to \$5.00 per hour.

28.46

Weekend Premium

A Weekend Premium of two dollar and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Casual Employees working a shift wherein the majority of such shift falls within a fifty-six (56) hour period commencing at twenty-three hundred (2300) hours on a Friday; or
- (b) to Casual Employees working each regularly scheduled hour worked after twenty-three hundred (2300) hours on a Friday provided that greater than one (1) hour is worked within a fifty-six (56) hour period commencing at twenty-three hundred (2300) hours on a Friday;
- (c) to Casual Employees working all overtime hours which fall within the fifty-six (56) hour period commencing at twenty-three hundred (2300) hours on a Friday.

Effective July 1, 2011 – increase to \$3.25 per hour.

28.47

All premiums payable under this Clause shall not be considered as part of the Casual Employee's basic rate of pay. Where applicable, a Casual Employee shall be eligible to receive both Shift Differential and Weekend Premium.

28.48

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 20.02.

28.49

Named Holidays

- (a) Casual Employees shall be paid at one point five (1.5X) their basic rate of pay for all hours worked on a Named Holiday.
- (b) Casual Employees shall be paid at two times (2X) their Basic Rate of Pay for all hours worked on Christmas Day or August Civic holiday.

- (c) Casual Employees shall be paid per pay period, in addition to their basic rate of pay, an amount equal to four point two per cent (4.2%) times their hours worked in the pay period times their basic rate of pay in lieu of the Named Holidays.

28.50 **Annual Vacation**

Casual Employees shall be entitled to, in addition to their basic rate of pay, four per cent (4%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of fifteen (15) working days and an additional two per cent (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 per cent (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.

28.51 **Dues Deduction**

Casual Employees shall be subject to dues deductions as provided in Article 4: Union Membership and Dues Deduction.

28.52 **Grievance Procedure**

Casual Employees shall be covered by Article 34: Grievance Procedure.

28.53 **Appointments, Transfers and Promotions**

- (a) Subject to the criteria established in Article 11: 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 11.05.

28.54 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 28.43.

28.55 **Probationary Period**

Casual Employees shall be covered by Article 8: Probationary Period.

28.56 **Discipline and Dismissal**

Casual Employees shall be covered by Article 30: Discipline and Dismissal.

ARTICLE 29

LAYOFF AND RECALL

29.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time-to-time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place; 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.

Meeting with the Union

29.02 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.

Notice of Reduction

- 29.03 (a) When, in the opinion of the Employer, it becomes necessary to:
- (i) reduce the number of Regular Employees; or
 - (ii) reduce a Regular Employee's regularly scheduled hours of work;
or
 - (iii) wholly or partly discontinue an undertaking, activity or service;
- the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by employees not covered by this Collective Agreement.
- (b) Where the reduction 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.

- 29.04 For the purposes of Article 29:
- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 29:
 - (i) suffered a reduction in regularly scheduled hours in her current classification; or
 - (ii) been placed in a different classification in her current paygrade, either at the same or a lower FTE as her current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as her current position.
 - (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 29.
 - (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
 - (d) "shift pattern" shall mean those patterns described in Article 12A.07(b).

Consultation Process

- 29.05
- (a) At the time of providing written notice of reduction to affected Employee(s), the Employer shall:
 - (i) provide an affected Employee with the seniority lists set out in Article 9.04(a); and
 - (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to Articles 29.06 and 29.07, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.
 - (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

Vacancies

- 29.06 Affected Employee(s) shall be presented with the vacancy options listed in Articles 29.06(a) and 29.06(b) below:
- (a) vacant position(s) at her site(s). Such vacant position(s) shall be comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE;

- (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or a lower FTE.
- (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of:
- (i) the Employee's same or lower FTE; and
 - (ii) classifications in the Employee's same or lower paygrade.
- (c) An Employee who declines a vacant position pursuant to Article 29.06 may elect to displace into an occupied position pursuant to Article 29.07 below.

Displacement

- 29.07 An Employee who is not placed in a vacant position pursuant Article 29.06 shall be presented with the displacement options listed in Articles 29.07(a) and 29.07(b) below:
- (a) an occupied position at her site(s). Such displacement shall affect a less senior Employee in a position comprised of:
 - (i) the Employee's same classification and FTE;
 - (ii) the Employee's same classification but lower FTE; and
 - (iii) a different classification in the Employee's same or a lower paygrade, either at the same or lower FTE.
 - (b) An Employee who declines displacement under Article 29.07 shall be laid off and placed on recall.
- 29.08 An Employee who has been presented with retention options under Article 29.05 shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of her decision under Articles 29.06 or 29.07.
- 29.09 When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work.
- 29.10 An Employee who is displaced as a result of another Employee exercising her rights under Article 29 shall be entitled to exercise her rights in accordance with Articles 29.05 to 29.08.

29.11 The operation of this Article, including revision to shift schedules caused by a reduction under Article 29.03, shall not constitute a violation of the terms of this Collective Agreement.

Layoff

29.12 An Employee who elects to:

- (a) exercise her rights under Articles 29.06 and 29.07 shall be considered to be on partial layoff, with recall rights.
- (b) not exercise her rights under Articles 29.06 and 29.07, shall be considered to be on full layoff, with recall rights.

29.13 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under Article 29.

Employee Benefit Coverage During Layoff

29.14 Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 23: Employee Benefit Plans, provided that the Employee makes arrangements prior to her date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

Recall

- 29.15
- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11: Appointments and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
 - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.

(c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. 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.

29.16 (a) 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. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

(b) An Employee's right to recall under Article 29.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

Casual Shifts

29.17 (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.

(b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where patient care requirements are such that this order is not possible:

(i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;

(ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Article 28.

(c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 30

DISCIPLINE AND DISMISSAL

- 30.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 30.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. 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. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 30.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that her actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 30.04 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 30.05 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 30.06 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.
- 30.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides reason acceptable to the Employer and where, in the opinion of the Employer, such prior notification was not possible.
- 30.09 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised.
- 30.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 31

BULLETIN BOARD SPACE

- 31.01 The Employer shall provide a designated bulletin board in a reasonably accessible location for the use of the Union, and for the sole purpose of posting information related to Union activities. The Employer reserves the right to require that posted material damaging to the Employer or to any Employee be removed.

ARTICLE 32

OCCUPATIONAL HEALTH AND SAFETY

- 32.01 The Occupational Health and Safety Committee shall be composed 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.
- 32.02 The Occupational Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.
- 32.03 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within twenty-one (21) 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.
- 32.04 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.
- 32.05 The Employer shall have in place a harassment policy, working alone policy and resident lift and transfer policy which may be reviewed annually by the Occupational Health and Safety Committee.

ARTICLE 33

COPIES OF COLLECTIVE AGREEMENT

- 33.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 33.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment or at orientation.
- 33.03 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.
- 33.04 The final version of the Collective Agreement shall be maintained 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 34

GRIEVANCE PROCEDURE

34.01 **Grievance Definitions**

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

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 34.05, except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1 and processed there from in the same manner as an individual grievance as outlined in Clause 34.05. 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, to the Executive Director at Step 2 of the grievance procedure, 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 an Employer grievance, it shall be directed to the President of the Union and the President 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.

34.02

Authorized Representatives

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that 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 a 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.

34.03

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 21: Named Holidays.

34.04

Mandatory Conditions

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

34.05

The Grievance Procedure

(a) **Step 1 (Director of Care)**

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 to Step 2.

(b) **Step 2 (Executive Director)**

Within ten (10) days of the reply at Step 1, the Employee shall submit the grievance, in writing to the Executive Director or designate. The Executive Director 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 Executive Director 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.

34.06

Mediation

If the grievance proceeds to Mediation, one 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 borne equally between the Parties to the dispute.

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

34.07

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 2 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 34.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator; or
 - (iii) at the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Sub-Clause 34.07(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
 - (c) In the case of an Arbitration Board, 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 bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne 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 35

DRESS CODE

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

**SALARIES
SCHEDULE**

HEALTH CARE AIDE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01-Jul-10	\$17.08	\$17.98	\$18.57	\$19.12	\$19.74	\$20.19	\$20.78	\$21.42
01-Jul-11	\$17.85	\$18.79	\$19.41	\$19.98	\$20.63	\$21.10	\$21.72	\$22.38

LPN

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01-Jul-10	\$22.70	\$23.67	\$24.62	\$25.59	\$26.55	\$27.48	\$28.58	\$29.72
01-Jul-11	\$23.72	\$24.74	\$25.73	\$26.74	\$27.74	\$28.72	\$29.87	\$31.06

DATED AT Edmonton, Alberta THIS _____ DAY OF _____, 2011.

ON BEHALF OF TOUCHMARK
AT WEDGEWOOD, A CANADIAN
PARTNERSHIP

WITNESS

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

WITNESS