

COLLECTIVE AGREEMENT

BETWEEN

**HONG LOK MANAGEMENT INC., (OPERATING AS:
EDMONTON CHINATOWN CARE CENTRE)**

(AUXILIARY NURSING CARE)

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**ON BEHALF OF
LOCAL 047 CHAPTER 029**

**Expiring September 30, 2012
(Extended One Year)**

NUMERICAL INDEX

No.	Article	Page No.
	Preamble.....	1
1	Term of Agreement	1
2	Definitions.....	1
3	Recognition	3
4	Union Membership and Dues Deduction	4
5	Management Rights.....	4
6	No Discrimination	5
7	In-Service Programs	5
8	Probationary Period	6
9	Seniority	7
10	Performance Appraisals.....	8
11	Appointments, Transfers & Promotions	9
12	Hours of Work.....	11
13	Overtime	15
14	Salaries.....	15
15	Pyramiding	17
16	Shift Differential.....	17
17	Weekend Premium.....	19
18	Temporary Assignments	20
19	Employee-Management Advisory Committee	20
20	Resignation and Termination.....	21
21	Transportation.....	21
22	Named Holidays.....	22
23	Annual Vacation	23
24	Employee Benefit Plan	26
25	Sick Leave	27
26	Workers' Compensation	30
27	Leaves of Absence.....	32
28	Registered Retirement Savings Plan	38
29	Regular Part-Time Employees	38
30	Temporary Employees.....	48
31	Casual Employees.....	49
32	Layoff and Recall	54
33	Discipline & Dismissal	58
34	Bulletin Board Space.....	59
35	Occupational Health and Safety	60
36	Copies of Collective Agreement	60
37	Grievance Procedure	61
38	Dress Code.....	65
39	Registration Fees	65
	Salary Schedule	67
	Letter of Understanding re Health Care Aide Certificate.....	69

ALPHABETICAL INDEX

No.	Article	Page No.
23	Annual Vacation	23
11	Appointments, Transfers & Promotions	9
34	Bulletin Board Space.....	59
31	Casual Employees.....	49
36	Copies of Collective Agreement	60
2	Definitions.....	1
33	Discipline &Dismissal	58
38	Dress Code	65
24	Employee Benefit Plan	26
19	Employee-Management Advisory Committee	20
37	Grievance Procedure	61
12	Hours of Work.....	11
7	In-Service Programs	5
32	Layoff and Recall	54
27	Leaves of Absence.....	32
	Letter of Understanding re Health Care Aide Certificate.....	69
5	Management Rights.....	4
22	Named Holidays.....	22
6	No Discrimination	5
35	Occupational Health and Safety	60
13	Overtime	15
10	Performance Appraisals.....	8
	Preamble.....	1
8	Probationary Period	6
15	Pyramiding	17
3	Recognition	3
28	Registered Retirement Savings Plan	38
39	Registration Fees	65
29	Regular Part-Time Employees	38
20	Resignation and Termination.....	21
14	Salaries.....	15
	Salary Schedule	67
9	Seniority	7
16	Shift Differential.....	17
25	Sick Leave	27
18	Temporary Assignments	20
30	Temporary Employees.....	48
1	Term of Agreement	1
21	Transportation.....	21
4	Union Membership and Dues Deduction	4
17	Weekend Premium.....	19
26	Workers' Compensation	30

COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 2011

between

HONG LOK MANAGEMENT INC. (OPERATING AS
EDMONTON CHINATOWN CARE CENTRE)

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:

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 September 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 “Centre(s)” mean(s) the Edmonton Chinatown Care Centre as identified in the Preface of this Collective Agreement.
- 2.05 “Code” means The Labour Relations Code, as amended from time to time.
- 2.06 “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.
- 2.07 “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.

- 2.08 “Employer” means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre(s).
- 2.09 “Female Gender” means and includes the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.10 “FTE” means Full-Time equivalent.
- 2.11 “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 “Shift Cycle” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Shift Cycle” shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 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 The Union shall have exclusive authority to bargain collectively on behalf of the Employees in the Unit composed of those employed in employment classifications identified in the Salaries Schedule appended hereto, and to bind them by a Collective Agreement.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.

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 39: 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 remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.
- 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.

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 basic rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees 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;
 - (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.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01 An Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked. 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 period of a minimum of three (3) shifts for all new Employees.
- 8.03 Subject to Article 10: Performance Appraisal, the Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.
- 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.

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 23: Annual Vacation;
 - (b) layoffs and recalls, subject to the provisions specified in Article 32: 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 an Regular Employee does not return to work on recall, as provided in Clause 32.13.

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 use of an alphabetical seniority listing.

First Agreement Transition

Within three (3) months of the signing date of this Collective Agreement the Employer will post on the Bulletin Board, a seniority list containing the name and seniority date of each Full-time and Part-time Employee in chronological order by date of hire. In the event that more than one employee has the same hire date, employees will be listed on according to alphabetical order and that will become the order for purposes of seniority. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

ARTICLE 10

PERFORMANCE APPRAISALS

10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Centre. 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 Human Resource 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, acceptable performance and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- (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 (a) A regular Employee who is the successful applicant of a posting shall be considered on a trial period in her new position for three hundred and forty-eight point seven five (348.75) hours worked following the date of appointment in order to demonstrate the ability to perform the full duties of the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.
- (b) During the trial period the Employee may choose to return or the Employer may direct the Employee to return to her former position and basic rate of pay without loss of seniority.
- (c) In circumstances where reinstatement to the Employee's former position is not possible, the Employer shall assign the Employee to a similar position consistent with her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to her being the successful applicant of a posting. The rate of pay for such position shall be equivalent to that of her former position.

- (d) In the event that an Employee returns to her former position pursuant to Sub-Clause 11.06 (c), the Employer shall have one (1) opportunity, if the Employer so chooses, to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this option, the posting provisions of this Article will be deemed to be satisfied.
- (e) An Employee who is transferred before completing her initial probationary period, shall complete the initial probationary period and then shall complete the trial period in accordance with Sub-Clause 11.06 (a).

11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of rehabilitative work.

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

ARTICLE 12

HOURS OF WORK

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

- (a) seven point seven five (7.75) consecutive hours per day; and
- (b) thirty-eight point seven five (38.75) 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

- (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer;

- (b) include, as scheduled by the Employer, one 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 of five (5) 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 or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at one and a half times (1 ½ X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 12.03(a), at one and a half times (1 ½ X) her basic rate of pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and a half times (1 ½ X) her basic rate of pay.

Posting of Master Rotations

12.04

Subject to Clauses 12.11 and 12.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

Shift Schedules

- 12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest 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 one (1) weekend in a three (3) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) an Employee shall not be scheduled to work six (6) consecutive shifts more than twice in a three (3) week cycle.

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 one and a half times (1 ½ X) her basic rate of pay for that shift. This section does not apply to cases where Clauses 12.11 and 12.12 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 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between zero seven hundred (0700) hours and fifteen hundred (1500) hours.
- 12.08 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.09 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.

Shift Patterns

- 12.10 (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.

Schedule Changes

- 12.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without seven (7) calendar days' notice, the Employee shall be paid at one and a half times (1 ½ X) for all hours worked on what would otherwise have been her off duty days.
- 12.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift or the start time of an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of one and a half times (1 ½ X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.

Reporting Pay

- 12.13 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

- 12.14 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 overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

12.15

Trading Shifts

- (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 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 this Collective Agreement.

ARTICLE 13

OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit timesheets 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 one and a half times (1 ½ X) the applicable basic rate of pay shall be paid for overtime hours 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 December 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 two thousand and twenty-two point seven five (2022.75) hours worked with the Employer to the maximum increment granted to Full-Time Employees. For the purposes of this Clause, "hours worked" means all the hours for which an Employee is paid at her basic rate of pay, exclusive of 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 37.07. 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 35.01 and 38.01) shall be paid at the basic 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:

- (a) all experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.

14.10 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse (L.P.N.).

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.

14.12 Where the Employer designates an employee to assume additional responsibilities as required, such as coordinating work assignments and overseeing the lodge, she shall be paid an additional dollar (\$1.00) an hour.

ARTICLE 15

PYRAMIDING

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

15.02 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 16

SHIFT DIFFERENTIAL

Effective Date of Ratification:

16.01 A Shift Differential of two dollars and fifty cents (\$2.50) 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 zero seven hundred (0700) hours; or

- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

Effective January 1, 2009:

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

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

Effective January 1, 2010:

A Night Shift Differential of three dollars (\$3.00) per hour shall be paid:

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

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

WEEKEND PREMIUM

Effective Date of Ratification:

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

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

Effective January 1, 2010:

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

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

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

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

ARTICLE 18

TEMPORARY ASSIGNMENTS

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

18.02 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.

(b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned by the Employer to supervise, educate and evaluate students in the Licensed Practical Nurse program.

ARTICLE 19

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

19.01 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. The parties will mutually agree on terms of reference for the EMAC.

19.02 The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC.

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

ARTICLE 20

RESIGNATION AND TERMINATION

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

20.02 **Vacation Pay on Termination**

(a) If employment is terminated by an Employee without giving proper notice, pursuant to Clause 20.01 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, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement in the employee's vacation bank at the time of termination of employment. When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

ARTICLE 21

TRANSPORTATION

21.01 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.

21.02 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 thirty-five (35¢) per kilometre from the Employee's residence to the Centre and return.

21.03 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Clause 21.02.

ARTICLE 22

NAMED HOLIDAYS

22.01 (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 | Easter Monday |

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 benefits pursuant to any applicable disability 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:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Named Holidays.

22.02 Subject to Sub-Clause 22.01(c), to qualify for a Named Holiday with pay the Employee must:

(a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and

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

22.03 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 plus:

(a) an alternate day off at a mutually agreed time, or

(b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.

22.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:

(a) an alternate day off at a mutually agreed time; or

(b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her basic rate of pay.

22.05 Employees will be asked to indicate whether they have a preference to be scheduled off for either Christmas Day or New Year's Day and the Employer will attempt to accommodate those preferences in creating the schedule.

ARTICLE 23

ANNUAL VACATION

23.01 **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 January in each calendar year and concluding on the last day of December of the following calendar year.

- (c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

23.02

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) and second (2nd) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
 - (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns vacation at the rate of twenty (20) working days;
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days;
 - (iv) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.
- (b) **Employee with less than a year of service**

An Employee who has less than one (1) year of service prior to the first (1st) day of January 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.

23.03

- (a) Notwithstanding Clause 23.02, 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 Short Term Disability Income Insurance Plan or 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.

23.04

Time of Vacation

- (a) As far as possible, Regular Full-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Where more employees have indicated vacation preference for the same period than can be accommodated by the Employer, seniority shall be used to determine vacation preference. An Employee shall be entitled to assert seniority for one vacation period during the vacation year only.

Vacation earned during one (1) vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer. 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. The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks in July or August until all staff have had an opportunity for two (2) weeks vacation in July or August.

- (b) 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.

23.05

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 24

EMPLOYEE BENEFITS PLAN

- 24.01 The Employer shall procure insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:
- (a) Extended Health Care;
 - (b) Group Life Insurance (Basic);
 - (c) Accidental Death and Dismemberment (Basic);
 - (d) Long Term Disability;
 - (e) Dental Plan.
- 24.02 The Benefit Plan may be amended or supplemented from time to time by the Employer in consultation with the Union. The Employer has no liability other than to provide the portion of benefit premiums contracted for. The administration of the Benefit Plan shall at all times be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the Plan.
- 24.03 Enrolment by:
- (a) Regular Full-Time Employees;
 - (b) Regular Part-time Employees whose regular hours of work are fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (c) Temporary Employees after six (6) months of continuous service and whose hours of work are fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule;
- shall be facilitated in accordance with the enrolment and other requirements of the Insurer.
- 24.04 The premium costs shall be shared seventy-five per cent (75%) by the Employer and twenty-five per cent (25%) by the Employee.
- 24.05 The Employer shall make available to eligible Employees current brochures outlining the above plans.
- 24.06 The Employer will provide one copy of each of the plans to the Union.

24.07 First Contract Transition

- (a) The provisions of this Article shall not become effective until two clear calendar months following ratification, in order to provide the Employer with an opportunity to contact the insurer and make arrangements for implementation of the same benefit plan for all employees. This plan shall be the plan that applied to LPNs on the date prior to ratification.
- (b) There shall be an open enrolment period during which an employee may change their benefit election.

ARTICLE 25

SICK LEAVE

25.01 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.

25.02 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.

25.03 After an Employee has completed her probationary period she shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided, however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the disability plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.

- 25.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave.
- Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 25.05 Subject to Clauses 25.01, 25.02, 25.03 and 25.04 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.
- 25.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 25.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 25.08 (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 25.05. 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 25.05. 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 25.05 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.

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

25.10 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.

25.11 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 27.01(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.

25.12 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 29: Regular Part-Time Employees and Article 8: Extended Work Day.

25.13 First Agreement Transition

Any sick leave days in an Employee's bank on the date of ratification shall be maintained and additional sick leave shall accrue under this article effective the date of ratification.

ARTICLE 26

WORKERS' COMPENSATION

26.01 (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 25: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

(i) the Employee has sick leave credits available; and

(ii) the Employee meets the eligibility requirements for sick leave; and

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

26.02 An Employee receiving compensation benefits under Clause 26.01 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 23.03 and 25.03;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

26.03 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 24: Employee Benefits Plan or Article 25: Sick Leave.

26.04 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 29: Regular Part-Time Employees and Article 38: Extended Work Day.

26.05 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 26.03(a); or

- (b) for whom, after a reasonable effort having been made pursuant to Sub-Clause 26.03 (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.

26.06 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.

26.07 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 27

LEAVES OF ABSENCE

27.01 **General Conditions**

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Sub-Clause 27.01(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 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.

- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence 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.

27.02

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 27.02 (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.

27.03

Compassionate Care Leave

- (a) An Employee who has worked six hundred (600) hours with the Employer shall be granted leave without pay or benefits for up to a maximum of eight (8) weeks' in accordance with the *Employment Insurance Act* for the purpose of providing care to a gravely ill or dying family member. Family member is defined as: an Employee's child or the child of an Employee's spouse or common-law partner; an Employee's wife/husband or common-law partner; an Employee's father/mother; an Employee's father's wife/mother's husband; the common-law partner of an Employee's father/mother.
- (b) In order to receive compassionate care leave, the Employee shall provide a medical certificate from his/her family member's doctor indicating that the Employee is required to provide care or support to the family member who has a serious medical condition with a significant risk of death within six (6) months.

27.04

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 disability benefits. 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 32.04.

27.05

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 32.04.

27.06

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.

27.07

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, 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 suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (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.

27.08

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, a day in lieu of a Named Holiday, banked overtime or an 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 a pressing necessity and where it is reasonable to do so, Employees will be encouraged to attempt to trade shifts prior to utilizing special leave.

27.09 **Education Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 27.01, 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.

27.10 **Benefits**

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

ARTICLE 28

REGISTERED RETIREMENT SAVINGS PLAN

- 28.01
- (a) The Employer agrees to provide a group RRSP to eligible Employees of the Centre in accordance with Group Registered Retirement Savings Plan as it may be amended or supplemented from time to time at the discretion of the Employer.
 - (b) The Employer shall make available to all eligible Employees copies of the Group RRSP information pamphlets.

ARTICLE 29

REGULAR PART-TIME EMPLOYEES

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

- Article 12: Hours of Work
- Article 13: Overtime
- Article 22: Named Holidays
- Article 23: Annual Vacation
- Article 25: Sick Leave

which are superceded by the following:

Hours of Work

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

Rest and Meal Breaks

29.03 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) hours; or

one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer; or

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 five (5) 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 or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at one and a half times ($1 \frac{1}{2} X$) her basic rate of pay rather than at straight time; or

- (ii) for a meal period for which the Part-Time Employee is entitled to be paid in accordance with Sub-Clause 29.03, (c) at one and a half times (1 ½ X) her basic rate of pay rather than at straight time; or
- (iii) for a meal period for which the Part-Time Employee is not otherwise entitled to be paid, at one and a half times (1 ½ X) her basic rate of pay.

Posting of Master Rotations

29.04 Subject to Clause 29.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

Shift Schedules

- 29.05 (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) days of rest on one (1) weekend in a three (3) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iii) a Part-Time Employee shall not be scheduled to work six (6) consecutive shifts more than twice in a three (3) week cycle.

Except when application of this Article is waived by mutual agreement between a Part-Time Employee and the Employer, if a Part-Time 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 one and a half times (1 ½ X) her basic rate of pay for that shift. This section does not apply in cases where Clause 29.12 has been applied in altering a shift schedule.

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

- 29.07 Part-Time Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between and zero seven hundred (0700) hours and fifteen hundred (1500) hours.
- 29.08 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.
- 29.09 (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 29.05.
- (b) The shift patterns which may be available are:
- (i) Days only;
 - (ii) Evenings only;
 - (iii) Nights only.
- 29.10 In the event a Part-Time Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When 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.
- 29.11 (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 29.16:
- (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 29.02.

Schedule Changes

- 29.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, or the start time of an Employee's scheduled shift, she shall be paid at the rate of one and a half times (1 ½ X) 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.

Daylight Saving Time

- 29.13 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 overtime 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.

Flexible Hours

- 29.14 (a) Regular Part-Time Employees may work flexible hours by mutual agreement between the Part-Time Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Part-Time Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) hours in a day or thirty-eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule, in which event Clauses 29.02, 29.04, 29.05, 29.12 and 29.16 have no application.
- (b) The Part-Time Employee shall be paid for the time taken off in place of overtime pay at the same rate the Part-Time Employee would have been paid wages had the Part-Time Employee worked these hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Part-Time Employee will be paid overtime in accordance with Sub-Clause 29.16 (a).

Trading Shifts

- 29.15 (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 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

- 29.16 (a) The overtime rate of one and a half times (1 ½ X) shall be paid for work authorized by the Employer and performed by the Part-Time Employee on days in excess of the work ratio referred to in Clause 29.02 above, and for all hours worked beyond seven point seven five (7.75) hours worked in any given work day. The Employer shall provide on each unit timesheets which are to be signed by the designated authorizing person and a copy shall be given to the Part-Time Employee at the time the overtime is worked.
- (b) If mutually agreed between the Part-Time Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of December in any given year shall be paid out.

Named Holidays

- 29.17 A Part-Time Employee required to work on a Named Holiday shall be paid at one and a half times (1 ½ X) her basic rate of pay for work performed up to seven point seven five (7.75) hours.
- 29.18 Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, four point six per cent (4.6%) of this rate per pay period in lieu of the Named Holidays.
- 29.19 Employees will be asked to indicate whether they have a preference to be scheduled off for either Christmas Day or New Year's Day and the Employer will attempt to accommodate those preferences in creating the schedule.

Annual Vacation

29.20 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 January in each calendar year and concluding on the last day of December of the following calendar year.
- (c) Regular Part-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

29.21 (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 29.22:

- (i) during the first (1st) and second (2nd) years of employment, a Part-Time Employee accumulates vacation time of fifteen (15) calendar days; or
- (ii) during the third (3rd) to fourteenth (14th) years of employment, a Part-Time Employee accumulates vacation time of twenty (20) calendar days; or
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, a Part-Time Employee accumulates vacation time of twenty-five (25) calendar days; or
- (iv) during the twenty-fifth (25th) and subsequent years of employment, a Part-Time Employee accumulates vacation time of thirty (30) calendar days.

(b) Time of Vacation

- (i) As far as possible, Part-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where a Part-Time Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Where more employees have indicated vacation preference for the same period than can be accommodated by the Employer, seniority shall be used to determine vacation preference. An Employee shall be entitled to assert seniority for one vacation period during the vacation year only.

Vacation time entitlement accumulated in one (1) vacation year shall be taken during the next following vacation year. Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty. 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 Part-Time Employee and the Employer.

- (ii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

29.22

Vacation Pay

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

- (a) six per cent (6%) during the first (1st) and second (2nd) employment years; or

- (b) eight per cent (8%) during the third (3rd) to fourteenth (14th) employment years; or
- (c) ten per cent (10%) during the fifteenth (15th) to twenty-fourth (24th) employment years; or
- (d) twelve per cent (12%) during the twenty-fifth (25th) and subsequent employment years.

29.23 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

29.24 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.

29.25 On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one point five (1.5) working days for each full month of employment, up to a maximum of one hundred and twenty (120) working days prorated on the basis of the regularly scheduled hours worked by the Part-Time Employee in relation to the regularly scheduled hours for a Full-Time Employee. Provided however, that 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 29.11. 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 disability plan; and
- (vi) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of thirty (30) calendar days.

29.26 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 substantiate, in the form prescribed by the Employer, any claim for sick leave.

Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

29.27 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.

29.28 When a Part-Time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

29.29 If a Part-Time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Part-Time Employees may be required to submit satisfactory proof of such appointment.

29.30 (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 29.27. 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 29.27. 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 29.27 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.

29.31 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.

29.32 A Part-Time Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 27.01(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.

ARTICLE 30

TEMPORARY EMPLOYEES

30.01 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 24: Employee Benefits Plan prior to the completion of six (6) months of continuous service;
- (e) Article 32: Layoff and Recall;
- (f) Article 33: Discipline and Dismissal;

which are superseded and replaced by the following:

- 30.02 (a) A Temporary Employee shall not have the right to grieve the termination of her employment.
- (b) The Employer shall provide at least seven (7) calendar days' written notice of termination of her temporary position.
- (c) A Regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 32: Layoff and Recall, when no longer required in that capacity.

ARTICLE 31

CASUAL EMPLOYEES

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

Hours of Work

- 31.02 (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
- (b) Casual Employees will not be required to work in excess of seven (7) 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 averaged 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) hours; or

one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer; or

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

- (ii) 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 five (5) hours.
- (iii) 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.
- (iv) If a Casual Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (a) for a rest period, at one and a half times (1 ½ X) her basic rate of pay rather than at straight time; or
 - (b) for a meal period for which the Casual Employee is entitled to be paid in accordance with Sub-Clause 31.02(d)(iii), at one and a half times (1 ½ X) her basic rate of pay rather than at straight time; or
 - (c) for a meal period for which the Casual Employee is not otherwise entitled to be paid, at one and a half times (1 ½ X) her basic rate of pay.

- 31.03 (a) No Casual Employee shall be scheduled except with her consent.

- (b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between and zero seven hundred (0700) hours and fifteen hundred (1500) hours.

31.04 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

31.05 (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Casual Employee at the time overtime is worked.

- (b) The overtime rate of one and a half times (1 ½ X) the applicable basic rate of pay shall be paid for overtime hours worked.

Salaries

31.06 (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 to the maximum increment granted to Full-Time Employees. For the purposes of this Sub-Clause, "hours worked" means all the hours for which a Casual Employee is paid at her basic rate of pay, exclusive of 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) all experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.

31.07 **Shift Differential**

Casual Employees shall be covered by Article 16: Shift Differential.

31.08 **Weekend Premium**

Casual Employees shall be covered by Article 17: Weekend Premium.

31.09 **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 21.02.

31.10 **Named Holidays**

- (a) Casual Employees shall be paid at one and a half times (1 ½ X) their basic rate of pay for all hours worked on a Named Holiday.
- (b) Casual Employees shall be paid, in addition to their basic rate of pay, four point six per cent (4.6%) of their basic rate of pay in lieu of the Named Holidays.

31.11 **Annual Vacation**

Casual Employees shall be entitled to, in addition to their basic rate of pay, six per cent (6%) 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 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 and a further two per cent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-Time Employee to reach the vacation of thirty (30) working days.

31.12 **Dues Deduction**

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

31.13 **Grievance Procedure**

Casual Employees shall be covered by Article 37: Grievance Procedure.

31.14 **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.

31.15 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 31.07.

31.16 **Temporary Assignments**

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

31.17 **Probationary Period**

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

31.18 **Discipline and Dismissal**

Casual Employees shall be covered by Article 33: Discipline and Dismissal.

ARTICLE 32

LAYOFF AND RECALL

32.01 It is the exclusive right of the Employer to:

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

Meeting with the Union, Consultation and Layoff Process

- 32.02
- (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, to determine whether the provisions of Letter of Understanding: Mutual Agreement to Adjust FTEs would apply and to discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.
 - (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
 - (c) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

- (d) To assist the Employee in indicating her preference of alternate positions, the Employee will have access to the seniority lists, the shift schedules, and a list of positions available prior to the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
 - (i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which she has the requisite skill, training, and knowledge to perform the work by selecting a position in the same classification and the same status which are vacant or, by selecting to displace an Employee with less seniority in the same classification and the same status.
 - (ii) Where there are no positions within the same classification and the same status which are vacant or held by an Employee with less seniority, the Employee may indicate her preference for an alternative position in the same classification with a lower status (i.e. permanent full-time to permanent part-time) held by a less senior Employee in the same classification.
 - (iii) Where there are no positions of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in the same pay grade or a lower pay grade.
- (f) Following consultation with the Employee, the Employer shall place the Employee in a position in accordance with Sub-Clause 32.03 (e) for which she has the requisite skill, training and knowledge to perform the work.

32.03

Employees who:

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

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

Recall Process and Termination of Recall Rights

- 32.04 (a) An Employee who, due to the application of this Article:
- (i) does not hold a regular or temporary position shall be considered on “full layoff”; or
 - (ii) has suffered a reduction in regularly scheduled hours or has been placed in a classification in a lower pay grade shall be considered on “partial layoff”.
- (b) All vacancies shall be posted. Regular Employees on full layoff, Casual Employees and external applicants are not eligible for hire while Regular Employees remain on full layoff. The posting and selection process shall be administered in accordance with Article 11: Appointments, Transfers and Promotions.
- (c) No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification, who possess the requisite skills, training, knowledge and ability for the available job, who are on either full or partial layoff.
- 32.05 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee’s rights while on full layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twelve (12) months from the date of full layoff, whichever first occurs.
- 32.06 An Employee’s right to recall while on partial layoff will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as her pre-layoff position or on the expiry of twelve (12) months from the date of partial layoff, whichever first occurs.
- 32.07 If a temporary position remains vacant pursuant to Sub-Clause 32.05 (b), the Employer shall offer the temporary position to those Employees on partial layoff in order of seniority. If no Employee on partial layoff accepts the temporary position, the Employer shall offer the position to those Employees on full layoff in order of seniority. If no Employee on full or partial layoff accepts the temporary position, the Employer will fill the vacancy in accordance with Article 11: Appointments, Transfers and Promotions and such action will not be considered a violation of the provisions of Article 32: Layoff and Recall.

32.08 Where an Employee on full or partial layoff accepts a temporary position in accordance with this Article, the Employee shall retain her rights to recall.

32.09 Where an Employee on full or partial layoff refuses recall to a temporary position, the Employee shall retain her rights to recall.

32.10 **Casual Shifts**

(a) Employees on full and partial layoff shall submit a completed availability sheet on a regular basis to the Employer, indicating their availability to work casual shifts.

(b) Casual shifts shall be offered to Employees who have completed their availability sheets and who have the skills, training, knowledge and ability to perform the work, in the following order:

(i) Regular Employees on partial layoff in order of seniority; then

(ii) Regular Employees on full layoff in order of seniority; then

(iii) Regular Part-Time Employees; then

(iv) Casual Employees.

(c) In the event that a regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employees. However, regular Employees on full or partial layoff who refuse casual shifts may do so without adversely impacting their recall rights.

(d) This obligation to offer casual shifts shall expire on twelve (12) months from the date the regular Employee was reduced in regularly scheduled hours of work as a result of the application of this Article, or twelve (12) months from the date the regular Employee was on full layoff, whichever is applicable.

32.11 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure by the regular Employee to submit the full premium payments will result in the Employer discontinuing benefit coverage for that Employee. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and her recall status shall not be adversely affected.

- 32.12 When increasing the work force or if a permanent position remains vacant in accordance with Clause 32.05, Employees on full layoff shall be recalled in order of their seniority provided they possess the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. If no Employee on full layoff accepts the permanent position, the Employer will fill the vacancy in accordance with Article 11: Appointments, Transfers and Promotions and such action will not be considered a violation of the provisions of Article 32: Layoff and Recall.
- 32.13 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 32.14 When an Employee is on approved leave of absence, or Workers' Compensation Benefits or Long Term Disability Insurance Benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

ARTICLE 33

DISCIPLINE AND DISMISSAL

- 33.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 33.02 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.

- 33.03 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.
- 33.04 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.
- 33.05 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.
- 33.06 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.
- 33.08 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.
- 33.09 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised.
- 33.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 34

BULLETIN BOARD SPACE

- 34.01 The Employer shall provide a bulletin board to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 35

OCCUPATIONAL HEALTH AND SAFETY

- 35.01 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.
- 35.02 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.
- 35.03 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 forty-five (45) calendar days from the date the recommendation is made, the Union Representative may direct that the item be referred to the Senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.
- 35.04 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.
- 35.05 The Employer shall have in place a harassment policy which may be reviewed annually by the Occupational Health and Safety Committee.

ARTICLE 36

COPIES OF COLLECTIVE AGREEMENT

- 36.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment or at orientation.

36.03 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.

36.04 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 37

GRIEVANCE PROCEDURE

37.01 **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 37.05, 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 2 and processed therefrom in the same manner as an individual grievance as outlined in Clause 37.05. 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 Chief Executive Officer (CEO) at Step 3 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 a Union grievance, it shall commence at Step 2.

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.

37.02

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. The Union will provide the Employer with a list of authorized Union Representatives.
- (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.

37.03

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 22: Named Holidays.

37.04

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.

37.05

The Grievance Procedure

- (a) **Step 1**

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

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

- (b) **Step 2**

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with her immediate supervisor in Step 1; or
- (ii) a group grievance, within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought. The grievance will be responded to, in writing, by the Director of Care within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) **Step 3**

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the CEO of the Centre(s) or designate. The CEO 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 CEO 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.

37.06

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.

37.07

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 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
- (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 37.07(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 37.07(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 Chairperson 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 Chairperson 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 38

DRESS CODE

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

ARTICLE 39

REGISTRATION FEES

39.01 A Licensed Practical Nurse who has accumulated a minimum of eight hundred and nine (809) hours actually worked in the previous fiscal year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive one hundred dollars (\$100) reimbursement for his/her CLPNA registration fees. Reimbursement will be provided by the Employer upon submission by the Employee of a certified true copy of the receipt issued by the CLPNA.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Witness

Witness

DATE _____

DATE _____

Salary Schedule

Classification	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Health Care Aide	Date of Ratification	15.57	16.39	16.93	17.43	18.00	18.40	18.94	-
	Oct 1-09	16.35	17.21	17.78	18.30	18.90	19.32	19.89	-
	Oct 1-10	17.09	17.98	18.58	19.12	19.75	20.19	20.79	-
	Oct 1-11	17.86	18.79	19.42	19.98	20.64	21.10	21.73	-
Health Care Aide (with Certificate)	Date of Ratification	-	16.39	16.93	17.43	18.00	18.40	18.94	19.52
	Oct 1-09		17.21	17.78	18.30	18.90	19.32	19.89	20.50
	Oct 1-10		17.98	18.58	19.12	19.75	20.19	20.79	21.42
	Oct 1-11		18.79	19.42	19.98	20.64	21.10	21.73	22.38
Licensed Practical Nurse	Date of Ratification	20.69	21.58	22.44	23.32	24.20	25.04	26.05	27.09
	Oct 1-09	21.72	22.66	23.56	24.49	25.41	26.29	27.35	28.44
	Oct 1-10	22.70	23.68	24.62	25.59	26.55	27.47	28.58	29.72
	Oct 1-11	23.72	24.75	25.73	26.74	27.74	28.71	29.87	31.06

Effective October 1, 2009 – increase rates by 5%

Effective October 1, 2010 – increase rates by 4.5%, or Alberta Average Weekly Wage, whichever is higher

Effective October 1, 2011 – increase rates by 4.5%, or Alberta Average Weekly Wage, whichever is higher

Each employee employed on the date of ratification shall receive a one time lump sum payment of \$500.00 minus applicable deductions payable as soon as is practicable for the employer.

Salary Notes for Placement on the grid:

Any employee employed in one of the following classifications on the day before the date of ratification shall be classified as Health Care Aide effective the date of ratification:

- HCA, facility without certificate
- HCA, home care without certificate

- Team Leader, Home Care
- Lodge Attendant

An employee with a certificate approved by the employer shall be classified as Health Care Aide (with certificate).

Effective the date of ratification, each employee shall be placed on the step on the new grid that matches the step he or she was on prior to the date of ratification.

Notwithstanding the foregoing, an employee employed as a Team Leader (Home Care) or a Lodge Attendant shall move to the step that is closest to her rate of pay on the day before ratification without being less.

A Licensed Practical Nurse at step 6 on Date of Ratification shall be placed at step 6 on the new grid except where the LPN has sufficient hours as defined under this agreement to advance to the next step(s).

LETTER OF UNDERSTANDING

between

EDMONTON CHINATOWN CARE CENTRE

-AND-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Health Care Aide Certificate

1. For the purpose of determining an Employee's access to the Health Care Aide (with certificate) pay step provided for in the Health Care Aide classification, the Employer shall recognize the following courses or certificates, or equivalencies as determined by the Employer, from *bona fide* post secondary institutions, and supported by proof submitted by the Employee:
 - (a) Personal Care Attendant (PCA)
 - (b) Personal Support Aide (PSA)
 - (c) Graduate Practical Nursing (GPN)
2. If a new Employee is hired into the Health Care Aide classification, on or after the date of ratification, and the new Employee has successfully completed one or more recognized courses or certificates, upon provision of proof of qualification to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience.
3. A current Employee who holds a Health Care aide certificate or equivalent acceptable to the Employer will be placed on the new grid at the step they are on at date of ratification and moved one (1) additional increment on the grid and maintain their hours towards the next increment.
4. An Employee who, during the term of this collective agreement, successfully completes their Health Care Aide certificate shall be moved to the next step on the grid and shall retain their accumulated hours. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.
 - (a) For Regular Full-Time Employees, the date as determined by paragraph 3 above shall become the employee's anniversary date for increment purposes.

(b) Part-time and Casual Employees shall be entitled to a further increment following the completion of two thousand and twenty two point seven five (2022.75) hours worked from the date determined by paragraph 3 above.

5. An employee shall be eligible for a maximum of one (1) increment increase in the application of this provision.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE _____

DATE _____