

# **COLLECTIVE AGREEMENT**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**

And The

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
Local 047/005  
(Auxiliary Nursing Bargaining Unit)**

**Expiring December 31, 2012**

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**PRE-AMBLE**

It is the intent and purpose of this Collective Agreement which has been negotiated and entered into in good faith to:

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Collective Agreement, through the Union;
- (b) secure prompt disposition of grievances, to eliminate interruption of work and interference with efficient operation of the Employer’s business;
- (c) establish wages and working conditions; and
- (d) generally to administer all terms and conditions herein in a manner consistent with the Collective Agreement.

**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 which the Union and Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including December 31, 2012 and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than two (2) calendar months nor more than four (4) calendar months prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the declaration of a strike or lockout, whichever occurs first.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:

Human Resources  
Extencicare (Canada) Inc.  
Western Regional Office  
#306, 8657 – 51<sup>st</sup> Avenue  
Edmonton, AB T6E 6A8

**Or** in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10451 – 170<sup>th</sup> Street

Edmonton, AB T5P 4S7

## **ARTICLE 2 – DEFINITIONS**

- 2.01 “Code” shall mean the Alberta Labour Relations Code, as amended from time to time.
- 2.02 “Union” shall mean The Alberta Union of Provincial Employees.
- 2.03 “Union Steward” shall be the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.04 “Employer” shall mean Extencicare Athabasca.
- 2.05 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) “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 full specified hours in the “Hours of Work” Article 13 of this Collective Agreement;
    - (ii) “Part-time Employee” is one who is regularly scheduled for less than the full specified hours in the “Hours of Work” Article 13 of this Collective Agreement;
  - (b) “Casual Employee” is one who:
    - (i) is regularly scheduled for a period of three (3) months or less for a specified job; or
    - (ii) relieves for absences the duration of which is three (3) months or less; or
    - (iii) works on a call in basis and is not regularly scheduled.
- 2.06 “Basic Hourly Rate of Pay” shall mean the rate of pay applicable to an Employee as set out in Schedule “A”.
- 2.07 “Shift” shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.

- 2.08 "Shift Rotation" means the period of time over which a full or part-time Employee's regularly scheduled hours repeats itself. In those cases where the shift rotation does not repeat itself for a full-time or part-time Employee, the term shall be understood to mean a period of twelve (12) weeks.
- 2.09 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.
- 2.10 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.11 "Facility" shall mean the Extendicare Athabasca building and property at 4517 – 53<sup>rd</sup> Street, Athabasca, Alberta, T9S 1K4 and named as the Employer in this Collective Agreement.
- 2.12 Classifications:
- (a) "Care Aide" is an Employee without a Health Care Aide Certificate or its equivalent as determined by the Employer.
  - (b) "Health Care Aide" is an Employee who has successfully completed the Health Care Aide course or its equivalent as determined by the Employer.
  - (c) "Licensed Practical Nurse" is an Employee who is registered as a Licensed Practical Nurse pursuant to the Health Professions Act of Alberta.
- 2.13 "Registration" shall take meaning from the *Health Professions Act*.
- 2.14 "Union Representative" means a person employed by the Union who is not an Employee of the Employer who is authorized by the Union to conduct business with the Employer or its Employees.
- 2.15 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation in fulfillment of the hours of work for the position as set out in the applicable job posting.

### **ARTICLE 3 – UNION RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for, and this Collective Agreement shall apply to, all Employees of the Employer when employed in auxiliary nursing care as set out in the Alberta Labour Relations Board certificate 115-2000.

**ARTICLE 4 – UNION REPRESENTATION**

- 4.01 Union representatives are representatives of the Employees in all matters pertaining to this Collective Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of the Agreement and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement.
- 4.02 The Employer undertakes that it will not enter into any other agreement, or contract with Employees, either individually or collectively, for whom the Union has bargaining rights, which agreement or contract will conflict with or add to the provisions of the Collective Agreement.
- 4.03 The Union Representative, prior to entering the Employer's premises, shall first obtain permission from the Employer. Such permission shall not be unreasonably withheld.
- 4.04 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.
- 4.05 The Employer shall provide a Union bulletin board in a location accessible to all Employees upon which the Union shall post its notices. The Union shall not post notices which are objectionable to the Employer. The Employer shall not unreasonably object to Union notices.

**ARTICLE 5 – UNION MEMBERSHIP AND DUES DEDUCTION**

- 5.01 Union membership is voluntary.
- 5.02 Employees shall be permitted to wear a pin representative of their Union during all hours of their employment.
- 5.03 The Employer will, as a condition of employment, deduct from the basic earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 5.04 Deductions of the dues for all Employees shall commence with the first pay period of employment.
- 5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.06 (a) The Employer agrees to remit to the Central Office of the Union the amount equal to the dues that have been deducted from the pay of all

Employees by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

- (b) With each remittance made under clause 5.06(a) above, the Employer shall provide information in a printed form or electronic file showing the Employee name, address, Employee number, current deduction and year to date deductions.

5.07 The Employer shall indicate the dues deducted and enter the amount on T-4 slips issued to the Employee.

5.08 The Employer shall be saved harmless by the Union with respect to any liability the Employer may incur as a result of any deductions from wages in respect of check-off, monthly assessments or remittances requested by the Union.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

6.01 The Employer retains all rights under common law not otherwise abrogated or restricted in this Collective Agreement.

6.02 It is the exclusive right of the Employer to operate and manage its business and in connection therewith, the sole and exclusive rights of management shall include, but are not limited to:

- (a) maintain order, discipline and efficiency and in connection therewith to establish, continue, alter, enforce and abolish policies, practices, procedures, rules and regulations to be observed by Employees which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) to hire, transfer, layoff, recall, classify, assign duties, suspend, or otherwise discipline Employees; and
- (d) to discharge Employees who have completed their probationary period for just cause. The discharge of a probationary Employee shall be solely in the discretion of the Employer.

**ARTICLE 7 – NO DISCRIMINATION**

7.01 The Employer and the Union agree to abide by the Human Rights, Citizenship and Multiculturalism Act. It is agreed there will be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual preference, membership or non-membership or activity in the Union or in respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, gender, physical disability, mental disability, creed, place of origin, marital status or ancestry. For the purposes of this Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.

**ARTICLE 8 – STRIKE AND LOCKOUT**

8.01 The Union and Employer agree that there shall be no strike or lockout during the term of this Agreement.

**ARTICLE 9 – SENIORITY**

9.01 Seniority will be the ranking of Employees in accordance with the number of hours paid which shall include hours worked, paid vacation hours, income protection and regular scheduled hours absent on Union business.

9.02 The seniority list will be updated and posted by the Employer no later than February 15<sup>th</sup> and August 15<sup>th</sup> of each calendar year thereafter. Copies of the seniority lists will be provided to the Union following posting.

9.03 If an Employee does not notify the Employer that, in their view, the seniority list is inaccurate within four (4) weeks of such posting, the seniority list will be deemed by the parties to be accurate.

Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

9.04 The seniority and employment of an Employee shall terminate if the Employee:

- (a) resigns;
- (b) retires;
- (c) is discharged for just cause;
- (d) is absent from work without notice for two (2) consecutive shifts without a reasonable excuse;

- (e) upon the expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (f) if an Employee does not return to work on recall, as provided in Article 25 (Layoff and Recall); or
- (g) fails to return to work after the completion of a leave of absence granted by the Employer.

9.05 Casual Employees seniority can only be used for the purposes of Article 10.

## **ARTICLE 10 – APPOINTMENTS, TRANSFERS AND VACANCIES**

10.01 In the event the Employer plans to change a vacant full-time position to a part-time position(s), it will advise the Union Representative and discuss its plans with them.

10.02 The Employer shall post notices of vacant positions (job posting) the Employer intends to fill, within the bargaining unit for at least eight (8) calendar days. The vacancy shall not be permanently filled prior to the completion of the posting procedure. The job posting shall include classification, qualifications and hours of work averaged over a shift rotation.

Such job posting shall not preclude the Employer from advertising outside the facility at the same time, but the Employer shall not award the job posting to external applicants over internal applicants provided that the internal applicants possess the requisite job-related skills, training, knowledge and other relevant attributes for the position.

10.03 Job posting appointments will be made on the basis of the most requisite job-related skills, training, knowledge and other relevant attributes, and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.

10.04 Applications for job postings shall be made in writing to the Employer.

10.05 All applicants for a job posting shall be informed as to whether they were the successful applicant for the vacancy within (5) five days of the appointment. The name of the successful applicant (job posting appointment) shall be posted on the Union bulletin board forthwith after making the appointment.

10.06 (a) A temporary vacancy (also called a temporary position) arises when an Employee is absent or expected to be absent in excess of three (3) months and such temporary position shall be posted as per Article 10. The Employer will outline to the Employee awarded the temporary position the anticipated conditions and duration of the temporary position.

- (b) Upon the return of the Employee from her absence, she shall have the right to return to her former position if it still exists otherwise such Employee shall have access to the Layoff and Recall, Article 25. In instances where an Employee returns to work prior to her estimated date of return, the Employer shall not be liable for payments to the resulting displaced Employee(s).
- (c) If the temporary position is to cease prior to the date on the posting, the Employer shall provide seven (7) calendar days written notice to the Employee in the temporary position. The Employee filling the temporary position shall not have the right to grieve or arbitrate the cessation of the temporary posting. Further, the parties agree such cessation is not a layoff.
- (d) In the event a full or part-time Employee is the successful applicant for a temporary position, such Employee shall be returned to her former position if it still exists, otherwise, such Employee shall have access to the Layoff and Recall, Article 25.

10.07 A job posting award resulting in the Employee transferring to a new job classification shall be subject to a trial period of one hundred and fifty (150) hours worked. The purpose of the trial period is to allow the Employee to demonstrate her ability to satisfactorily fill the position. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to her former position, the Employer shall reinstate the Employee in her former position, if it exists, without loss of seniority. Any other Employee affected by the rearrangement of position(s) shall also return to her former position, if it exists, without loss of seniority.

If an Employee's former position, as referred to in the paragraph above, does not exist, she/he shall have access to Article 25, Layoff and Recall.

10.08 The job posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.

### **ARTICLE 11 – PROBATIONARY PERIOD**

11.01 New Employees shall be given sufficient paid orientation shifts to prepare them for their duties. During orientation the new Employee shall be "extra staff" while working with regular Employees. The orientation period shall be completed prior to regular shifts being worked.

11.02 A newly hired Employee must successfully complete a probationary period of four hundred and eighty seven and a half (487.5) hours worked or five hundred and three and three quarters (503.75) hours worked in the case of an LPN, or six (6) months worked, whichever is the lesser.

- 11.03 The probationary period may be extended up to an additional three hundred and sixty (360) hours or six (6) months worked, whichever occurs first. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.
- 11.04 The Employer will meet with Employees at the approximate mid-point of her probationary period to review progress.
- 11.05 The Employer will before, or not later than, the expiry date of the probationary period:
- (a) in writing, confirm that she has successfully completed her probationary period, or
  - (b) terminate the Employee. When such Employee is terminated she shall be provided with a reason(s) for her termination. It is understood and agreed that the reason(s) is at the sole discretion of the Employer and not subject to the grievance/arbitration procedure.
- 11.06 An Employee who has successfully completed her probationary period and who terminates her employment and is re-hired in the same classification within one (1) year shall not re-serve the probationary period.
- 11.07 Employees newly hired in the classification of Care Aide will be required to successfully complete the Health Care Aide course, or its equivalent as determined by the Employer, within one (1) year of their date of hire.

## **ARTICLE 12 – JOB CLASSIFICATION AND SALARIES**

- 12.01 Employees will be classified and paid in accordance with Schedule A which is attached to this Agreement and forms a part of it.
- 12.02 New classifications properly included in this Collective Agreement may be established by the Employer during this Collective Agreement. Basic hourly rates of pay for such new classification shall be negotiated with the Union. If negotiations fail to produce an agreement, then the basic hourly rates of pay shall be settled by arbitration under this Collective Agreement.
- 12.03 Recognition of Experience
- (a) For newly hired LPNs, where the Employee has recent related experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the applicable wage grid. Part-time service shall be recognized on a pro-rata basis with one

- (1) year of experience recognized for each two thousand and fifteen (2015) hours for LPNs in the qualifying period.
- (b) For newly hired Health Care Aides and Care Aides, where the Employee has recent related experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience provided not more than five (5) years have elapsed since such experience was obtained. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the applicable wage grid. Part-time service shall be recognized on a pro-rata basis with one (1) year of experience recognized for each one thousand nine hundred and fifty (1950) for Health Care Aides and Care Aides in the qualifying period.
- (c) It shall be the responsibility of the newly hired LPN, Health Care Aide or Care Aide to provide to the Employer reasonable proof of recent related experience in order to be considered for recognition of previous experience. If she fails to do so within one (1) month of her date of hire, she will not be entitled to retroactivity.

### **ARTICLE 13 – HOURS OF WORK**

- 13.01 (a) The regular work shift for full-time Employees other than LPN's, shall be seven and one-half (7.5) hours per day or seventy-five (75) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- The regular work shift for full-time LPN's shall be seven and three-quarter (7.75) hours per day or seventy-seven and one-half (77.5) hours bi-weekly averaged over a LPN's shift rotation exclusive of an unpaid meal period.
- (b) The regular work shift for part-time Employees shall be up to seven and one-half (7.5) hours per day (seven and three-quarter (7.75) hours per day for LPN's), or up to seventy-five (75) hours bi-weekly (seventy-seven and one-half (77.5) hours bi-weekly for LPN's) averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (c) The regular work shift for casual Employees shall be up to seven and one-half (7.5) hours per day (seven and three-quarter (7.75) hours per day for LPN's) or up to seventy-five (75) hours bi-weekly (seventy-seven and one-half (77.5) hours bi-weekly for LPN's) averaged over a fourteen (14) calendar day period exclusive of an unpaid meal period.
- 13.02 (a) Employees shall be granted one (1) fifteen (15) minute paid rest period in each half of a seven and one-half (7.5) hour shift, or in each seven and three-quarter (7.75) hour shift in the case of an LPN.

- (b) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.
- (c) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.
- (d) An Employee required by the Employer to work in excess of the regular hours of work as defined in clause 13.01, due to being recalled during her unpaid meal period or rest period will be compensated in accordance with Article 14 should the Employer be unable to re-schedule the Employee's meal or rest period later in the same shift.
- (e) 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 the basic hourly rate of pay.
- (f) The actual times at which an Employee shall take meal period and rest breaks will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.

13.03 Employees who wish to leave the facility at meal times shall inform her supervisor.

13.04 Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:

- (a) at least fifteen and one-half (15½) hours off duty between shifts;
- (b) not more than six (6) consecutive scheduled days of work;
- (c) at least two (2) consecutive days of rest, where possible;
- (d) full-time Employees shall have days of rest on three (3) weekends in a six (6) week period. Part-time Employees shall have days of rest on three (3) weekends in a six (6) week period where possible. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.

13.05 Shift schedules shall be posted not less than six (6) weeks in advance. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1½X) for all hours worked on the first shift of the changed schedule. The Employer shall provide the Union Steward with a copy of shift schedules.

13.06 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over seven and one-half (7.5) hours in a shift, or seven and three-quarter (7.75) hours in a shift in

the case of an LPN, and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.

- 13.07 An Employee may exchange shifts with another qualified Employee within her classification with the prior written approval of the Director of Care or designate provided that no additional costs to the Employer results and the Employees both sign a form agreeing to the change of shift and waive overtime payment, if any, for that shift.
- 13.08 A request by an Employee to work evenings only or nights only shall not be unreasonably denied provided, however, that the Employer shall have the right to assign them to other shifts for reasons related to job performance totalling not more than one hundred and eighty seven point five (187.5) hours worked in a calendar year or by mutual agreement. When a request to work evenings only or nights only is accommodated, the Employee may request a return to the shift rotation by the giving of fourteen (14) weeks notice and the Employer will give this request consideration. Also, when the Employer has accommodated a request to work evenings only, or nights only, the Employer may alter the arrangement by giving twelve (12) weeks written notice.
- 13.09 When an Employee reports to work as scheduled, and is notified that no work is available, she shall be compensated for the inconvenience by payment equivalent to three (3) hours at her basic hourly rate of pay.
- 13.10 If an Employee is called into work within one (1) hour of the starting time of a shift and the Employee commences work within one (1) hour of the call, the Employee will be paid as if the entire shift has been worked, provided she completes the shift for which she was called in.
- 13.11 Requests for specific days off shall be submitted in writing to the Director of Care or designate at least four (4) weeks in advance of the date(s) requested. The Director of Care shall respond in writing (approval or disapproval) ten (10) days prior to the requested time off.
- 13.12 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off.
- 13.13 Weekend shall mean fifty-six (56) consecutive hours off between Friday at 1500 and Monday at 0700.

#### **ARTICLE 14 – OVERTIME**

- 14.01 Overtime is all hours authorized by the Employer and worked by the Employee in excess of seven point five (7.5) hours in a day or more than seventy-five (75) hours bi-weekly or in excess of seven point seven five (7.75) hours in a day or more than seventy-seven point five (77.5) hours bi-weekly in the case of an LPN

averaged over a shift rotation. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

14.02 Overtime as set out in Clause 14.01 shall be paid as follows:

- (a) On a regular work day: time and one-half ( $1\frac{1}{2}X$ ) for the first four (4) hours and double time (2X) thereafter.
- (b) On a regular scheduled day off: full-time Employees required to work on scheduled days off shall be paid,
  - (i) for the first scheduled day off worked, at one and one-half times ( $1\frac{1}{2}X$ ) for the first four (4) hours and double time (2X) thereafter, and
  - (ii) for the second and subsequent consecutive scheduled days off worked, at double time (2X),

unless the Employee is given at least seven (7) calendar days notice of the change of schedule.

Effective December 14, 2007, replace (a) and (b) above with the following.

- (a) On a regular work day: time and one-half ( $1\frac{1}{2}X$ ) for the first two (2) hours and double time (2X) thereafter.
- (b) On a regular scheduled day off: full-time Employees required to work on scheduled days off shall be paid,
  - (i) for the first scheduled day off worked, at one and one-half times ( $1\frac{1}{2}X$ ) for the first two (2) hours and double time (2X) thereafter, and
  - (ii) for the second and subsequent consecutive scheduled days off worked, at double time (2X),

unless the Employee is given at least seven (7) calendar days notice of the change of schedule.

14.03 Every Employee who is called out and required to work outside his regular working hours shall be paid for all hours worked at the appropriate overtime rate or a minimum of three (3) hours at the overtime rate, whichever is greater.

14.04 (a) Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employee and the Employer.

- (b) Failing mutual agreement, in accordance with clause 14.04(a), the Employer shall effect payment of overtime at the overtime rate if such time off is not taken by March 31 in any given year.
- 14.05 Employees shall not be required to layoff during their regular shift to equalize any overtime worked previously.
- 14.06 Failure to provide fifteen and one-half (15½) hours off duty between scheduled shifts as required in clause 13.04(a) will result in payment of overtime for hours worked during the normal rest period.
- 14.07 Where overtime of three (3) hours or more is required, the Employer shall provide a one-half (½) hour meal break without pay at the Employees option and shall provide a meal from the facility free of charge.

### **ARTICLE 15 – TRAVEL**

- 15.01 An Employee shall not be required to travel with a resident outside the town of Athabasca.
- 15.02 When an Employee, at the direction of the Employer accompanies a resident(s) for an appointment(s) within Athabasca, the Employer shall maintain all Employer responsibilities as if the Employee were performing her duties within the facility, as long as the Employee acts and is acting within the scope of her employment duties.
- 15.03 An Employee may be requested to pick up or deliver specimens or other items, by the Employer. The Employer shall compensate the Employee by the payment of forty cents (\$0.40) per kilometre when the Employee is using her own vehicle.

Effective May 28, 2010, replace the above paragraph with the following.

An Employee may be requested to pick up or deliver specimens or other items, by the Employer. The Employer shall compensate the Employee by the payment of forty-four cents (\$0.44) per kilometre when the Employee is using her own vehicle.

- 15.04 An Employee shall not be required to use her own vehicle for the purposes of resident transportation.

### **ARTICLE 16 – NO PYRAMIDING**

- 16.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding.

**ARTICLE 17 – WEEKEND & SHIFT PREMIUM****17.01 Weekend Premium**

An Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

Effective May 28, 2010, replace the above paragraph with the following.

An Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of two dollars and seventy-five cents (\$2.75) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

Effective January 1, 2011, replace the above paragraph (a) with the following.

An Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of three dollars and twenty-five cents (\$3.25) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

**17.02 Shift Premium**

A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees working a shift where the majority of the hours of the shift falls between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

Effective May 28, 2010, replace the above paragraph with the following.

- (a) A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between fifteen hundred (1500) hours and twenty three hundred (2300) hours.
- (b) A shift differential of three dollars (\$3.00) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

Effective January 1, 2011, replace the above paragraph (b) with the following.

- (a) A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between fifteen hundred (1500) hours and twenty three hundred (2300) hours.
- (b) A shift differential of four dollars (\$4.00) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall

between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

17.03 The premiums set out under clauses 17.01 and 17.02 shall not be considered as part of the Employee's basic rate of pay.

## **ARTICLE 18 – INCOME PROTECTION**

18.01 Income protection credits are earned for the sole and only purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the Workers' Compensation Act and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health related portion of maternity leave.

18.02 (a) Full and part-time Employees who have completed their probationary period shall accumulate income protection credits at the rate of eleven point twenty-five (11.25) hours for every one hundred and sixty two point five (162.5) hours worked to a maximum of nine hundred (900) hours (120 - 7.5 hour shifts). However, an Employee shall not be entitled to apply income protection credits prior to the completion of her probationary period.

Full and part-time LPN's who have completed their probationary period shall accumulate income protection credits at the rate of eleven point six two five (11.625) hours for every one hundred and sixty-seven point nine (167.9) hours worked to a maximum of nine hundred and thirty (930) hours (120 – 7.75 hour shifts). However, an Employee shall not be entitled to apply income protection credits prior to the completion of her probationary period.

(b) On days which an Employee is absent from work while attending official negotiating sessions with the Employer, she shall accrue income protection credits.

18.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

18.04 Employees shall be paid for each hour of absence from their regularly scheduled shifts at their basic hourly rate of pay.

18.05 It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence. When a medical doctor's certificate is required, the Employee shall be notified prior to her absence from work, during her absence from work or prior to claiming income protection credits that a medical doctor's certificate will be required upon the Employee's return to work.

- 18.06 When an Employee has accrued nine hundred (900) hours, or nine hundred and thirty (930) hours in the case of an LPN, she shall no longer accrue credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating credits.
- 18.07 Employees shall make every reasonable effort to schedule their medical appointments outside the working hours but should that not be possible, provided that she has been given proper authorization by the Employer, income protection credits may be used for the time required for the appointment.
- 18.08 No income protection credits shall be granted for any illness or injury which is incurred by an Employee during her vacation, however, income protection credits shall be granted after the expiry of the Employee's vacation and provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to hospital as an in-patient during the course of her vacation, she shall be deemed to be on sick leave for the period of stay in hospital, subject to the provisions of clause 18.05. Vacation time not taken as a result of such illness shall be rescheduled to a mutually agreed later time frame.
- Furthermore, income protection credits shall be granted for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill or injured prior to the commencement of the vacation. If the Employee so wishes, the number of sick days paid for within the vacation shall be considered vacation not taken and may be taken later at a mutually agreeable time.
- 18.09 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of her accrued income protection credits.
- 18.10 An Employee who has accrued income protection credits under the terms of this Collective Agreement shall, upon the Employee's voluntary termination of employment with the Employer in accordance with Article 34 and who is rehired by the Employer within six (6) months of the date of termination shall retain such credit(s). Otherwise, income protection credits shall be cancelled and no payment shall be due therefore. This entitlement shall not apply during the first three (3) calendar months after such Employee is re-employed.
- 18.11 An Employee who has exhausted her income protection credits during the course of an illness or injury and the injury or illness continues may be granted a leave of absence without pay or benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee (and the Union if they are involved) shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.
- 18.12 Employees in a temporary full or part-time position pursuant to clause 10.06(a), who have completed their probationary period shall accumulate income

protection credits at the rate of eleven point twenty-five (11.25) hours, (11.625 hours in the case of an LPN), for every one hundred and sixty two point five (162.5) hours, one hundred and sixty seven point seven five (167.75 hours in the case of an LPN) worked to a maximum of nine hundred (900) hours, or nine hundred and thirty (930) hours in the case of an LPN. If such Employee returns to a casual status, any income protection credits shall be frozen.

- 18.13 (a) During an absence pursuant to which an Employee is receiving income protection, the Employee will notify the Employer of her intention and fitness to return to work as far in advance as possible. The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per her posting.
- (b) In order to comply with this provision, the Employer has the discretion to revise the posted working schedule for Employees who are scheduled as replacements for Employees who are so absent and in such cases, the scheduling provisions of the Collective Agreement will not apply.

18.14 When an Employee who resigned from employment at an AUPE certified Extendicare (Canada) Inc. facility and is hired by the Employer within thirty (30) days of her resignation, the Employer will recognize her accrued and unused income protection credits from that Extendicare facility as at the date of her resignation.

## **ARTICLE 19 – WORKERS’ COMPENSATION**

- 19.01 Workers' Compensation Board (W.C.B.) coverage will be provided by the Employer for Employees.
- 19.02 If an Employee sustains an injury in the course of her duties with the Employer and is on an approved Workers' Compensation claim, the Employee shall be paid ninety percent (90%) of the Employee's regular net salary, as defined by the Workers' Compensation Board, for the total period of entitlement, provided she assigns over to the Employer on proper forms the monies due to her from the Workers' Compensation Board.
- 19.03 Employees shall not be paid income protection benefits when they are absent from work and drawing Workers' Compensation. However, an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for income protection benefits under Article 18 provided the Employee meets eligibility requirements for income protection and has income protection credits available. Income protection under this clause will be subject to the following:

- (a) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the Workers' Compensation Board for all such leave pursuant to this clause.
- (b) If the Workers' Compensation Board denies the claim, the Employee will be reimbursed for any additional income protection benefits to which the Employee is entitled, and which have not been paid under this clause. The Employee's income protection bank will be adjusted accordingly.
- (c) If the Workers' Compensation Board approves the claim, the payment from Workers' Compensation Board will be made directly to the Employer. The Employee's income protection bank will be adjusted accordingly.
- (d) Employees who do not have income protection credits or whose income protection credits are exhausted prior to approval of their Workers' Compensation claim will receive payment directly from the Workers' Compensation Board.

19.04 An Employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for any benefit for which she was enrolled at time of injury subject to the terms of the benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she was enrolled at the time of injury.

19.05 Employees shall not be entitled to a general holiday pay or compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

19.06 An Employee who has been on Workers' Compensation who is certified by the Workers' Compensation Board to be fit to return to work on modified work shall advise the Employer immediately of her readiness to return to work.

19.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.

19.08 The provisions of clauses 19.02, 19.03, 19.04 and 19.05 shall have no application to casual Employees.

## **ARTICLE 20 – VACATION**

20.01 Vacation entitlement will be earned during the vacation year from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.

20.02 Normally, only vacation entitlement earned up to the cut-off date of June 30<sup>th</sup> may be taken during the subsequent twelve (12) month period.

- 20.03 Vacations are not cumulative from year to year and all vacations must be taken by the end of the applicable vacation year.
- 20.04 Employees may not waive vacation and receive pay in lieu of vacation.
- 20.05 Vacation entitlement is earned vacation time based on the length of continuous service with the Employer. Vacation entitlement shall be calculated based on an Employee's length of continuous service as of June 30<sup>th</sup> of each year. Employees shall take their vacation during the subsequent twelve (12) month period.
- 20.06 Vacation pay will be calculated at the appropriate percentage on the Employee's gross earnings and will be paid out on the regular pay day during the Employee's vacation.
- 20.07 If an Employee so requests, four (4) weeks in advance of the date her vacation is to commence, the Employer will pay out her vacation pay on the pay day before the Employee is to go on vacation.
- 20.08 (a) Vacation entitlement and pay for all Employees shall be as follows:

| Length of Service  | Time Entitlement   | Vacation Pay          |
|--|--|-----------------------|
| Less than twelve (12) months service as of June 30 <sup>th</sup>   | 10/12 of a calendar day for each month worked to a maximum of two (2) calendar weeks | 4% of gross earnings  |
| One (1) year or more of service as of June 30 <sup>th</sup>        | 2 calendar weeks   | 4% of gross earnings  |
| More than three (3) years of service as of June 30 <sup>th</sup>   | 3 calendar weeks   | 6% of gross earnings  |
| More than six (6) years of service as of June 30 <sup>th</sup>     | 4 calendar weeks   | 8% of gross earnings  |
| More than twelve (12) years of service as of June 30 <sup>th</sup> | 5 calendar weeks   | 10% of gross earnings |
| More than twenty (20) years of service as of June 30 <sup>th</sup> | 6 calendar weeks   | 12% of gross earnings |

At the option of the Employee, an Employee may choose to waive their full vacation time entitlement; the time entitlement may be reduced to the time equivalent of the vacation pay.

(b) Supplementary Vacation

Effective the last vacation year within the Collective Agreement term expiring December 31, 2012:

(i) Full-time Employees:

Upon reaching her employment anniversary of thirty (30) years of continuous service with the Employer, a full-time Employee shall receive a one-time additional five (5) vacation days (called supplementary vacation).

Supplementary vacation is subject to scheduling consistent with Article 20 and is available for use during the vacation year in which the employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay shall be calculated as a percentage of gross earnings consistent with clause 20.08(a) above.

(ii) Part-time Employees:

Upon reaching her employment anniversary of thirty (30) years of continuous service with the Employer, a part-time Employee shall receive additional vacation days (called supplementary vacation) as calculated in hours per the following formula to a maximum of five (5) vacation days.

$$\begin{array}{l} \text{Hours paid at the basic} \\ \text{hourly rate of pay during the} \\ \text{Employee's 30}^{\text{th}} \text{ year of} \\ \text{employment} \end{array} \times 2\% = \text{Supplementary} \\ \text{Vacation Hours}$$

Supplementary vacation is subject to scheduling consistent with Article 20 and is available for use during the vacation year in which the employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay shall be calculated as a percentage of gross earnings consistent with clause 20.08(a) above for part-time Employees.

- 20.09 In the selection of vacation period(s), reasonable efforts will be made, subject to the efficient and effective operation of the facility, to allow Employees to exercise their choice in accordance with their seniority. The final allotment of vacation remains within the responsibility and the authority of the Employer.
- 20.10 In order that Employees may make their vacation plans well in advance of their scheduled vacation dates, schedules will be maintained indicating the Employee's choice of vacation dates.
- 20.11 In order to be able to schedule days off for all Employees at either Christmas or New Year's, vacation time will not be approved for the period December 15<sup>th</sup> of one year to January 15<sup>th</sup> of the following year except in exceptional circumstances.
- 20.12 For full-time and part-time Employees, a maximum of one (1) week vacation entitlement may be taken on a discretionary basis. The remaining entitlement to be taken in blocks of no less than one (1) week. For clarification, with respect to the one (1) week that may be broken up, what a week is depends on the Employee's permanent posting. For example, a week for a full-time Employee is five (5) shifts, whereas a week for a part-time Employee with a permanent posting of forty-five (45) hours (6 shifts x 7.5) bi-weekly or in the case of an LPN forth-six point five (46.5) hours (6 shifts x 7.75) bi-weekly is three (3) shifts.
- 20.13 Casual Employees shall be paid on each pay cheque, in addition to their basic hourly rate of pay, vacation pay equal to the appropriate percentage set out in clause 20.08.

**ARTICLE 21 – GENERAL HOLIDAYS**

21.01 Subject to clause 21.03, the following General Holidays will be granted for all Employees:

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Family Day           | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| August Civic Holiday | Float Day        |

Employees hired on or before December 31<sup>st</sup> of one year are eligible for the Float Day in the next calendar year.

Request for the Float Day off must be made prior to the schedule being posted.

The Float Day off must be taken at a time mutually agreed upon by the eligible Employee and the Director of Care or designate, however, it may not be taken between December 15<sup>th</sup> and January 15<sup>th</sup>.

### Second Float Day

In addition to the foregoing General Holidays, Full-time Employees hired on or before July 1<sup>st</sup> shall be entitled to a second float day.

The second float day shall be taken at a time mutually agreed upon between the Employer and the Employee prior to December 15<sup>th</sup> of the same year.

21.02 In the event that an additional provincial, municipal or federal holiday should be proclaimed, such proclaimed holiday will replace the Float Day.

21.03 An Employee is not entitled to general holiday pay if she:

- (a) has worked for the Employer for less than thirty (30) days during the previous twelve (12) months;
- (b) does not work on a general holiday when scheduled to do so, unless the absence is due to illness verified by a medical doctor's certificate;
- (c) is absent on a general holiday and in receipt of bereavement pay, income protection, or jury duty pay;
- (d) is absent from work without the consent of the Director of Care or designate on her scheduled shift immediately preceding or immediately following a general holiday.

21.04 Holiday Falling on Full-time Employee's Day Off

If any of the General Holidays named in clause 21.01 occur on a regular day off for a full-time Employee entitled to General Holiday pay, the Employee shall receive an additional day off in lieu thereof within four (4) weeks before or after the holiday unless otherwise arranged between the Employee and the Director of Care or designate; failing agreement, the Employer may schedule the lieu day off.

21.05 General Holiday Pay – Full-time Employees

All full-time Employees will receive either the General Holiday scheduled off with General Holiday pay or, if scheduled to work on the General Holiday, will receive one and one-half times (1½X) their basic hourly rate of pay for all hours worked on the General Holiday and must take another scheduled day off with General Holiday pay, in lieu of the General Holiday within four (4) weeks before or after the General Holiday unless otherwise arranged between the Employee and the

Supervisor or designate; failing agreement, the Employer may schedule the lieu day off.

Effective January 1, 2010, replace the above paragraph with the following.

- (a) Excluding Christmas Day, a Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at time and one half ( $1\frac{1}{2}X$ ) her basic hourly rate of pay.
- (b) A Full-time Employee obliged to work on Christmas Day shall be paid for all hours worked on that Named Holiday at double time ( $2X$ ) her basic hourly rate of pay.
- (c) A Full-time Employee obliged to work on a Named Holiday shall also be entitled to an alternate day off with regular pay at a mutually agreed time, such time off to be taken within thirty (30) days of the Named Holiday, or by mutual agreement, the Employee may receive payment for such day at her basic hourly rate of pay.

#### 21.06 General Holiday Pay – Part-time and Casual Employees

- (a) Subject to clause 21.03, casual Employees will be entitled to General Holiday pay if they have worked at least five (5) of the preceding nine (9) days that bear the same name as the day on which the General Holiday occurs. General Holiday pay will be based on the Employee's regular hours worked on these five (5) or more days.
- (b) Subject to clause 21.03, part-time Employees will be paid four point six (4.6%) percent of their hours worked in lieu of General Holiday pay in each pay period.

Effective January 1, 2010, add new 21.06(c).

- (c) Part-time and Casual Employees Working on a Named Holiday:
  - (i) Excluding Christmas Day, a Part-time or Casual Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times ( $1\frac{1}{2}X$ ) her basic hourly rate of pay.
  - (ii) A Part-time or Casual Employee obliged to work on Christmas Day shall be paid for all hours worked on that Named Holiday at double time ( $2X$ ) her basic hourly rate of pay.

21.07 If a General Holiday falls within the annual vacation of a full-time Employee and the Employee would have been entitled to the General Holiday if she had not

been on vacation, then the Employee shall receive another scheduled day off with General Holiday pay on what would have been the first day the Employee would have worked after annual vacation or on another mutually agreeable date within four (4) weeks after the holiday. Failing agreement, the Employer may schedule the lieu day off.

21.08 Employees who have been laid off or who are on a leave of absence are not entitled to General Holiday pay or a compensating day off in lieu of General Holiday (full-time Employees only) from the Employer.

## **ARTICLE 22 – BENEFITS**

22.01 Full-time and part-time Employees who have completed their probationary period are eligible to participate in any of the following Health and Welfare plans. For Employees who choose to participate, the Employer agrees to pay the following share of premium contributions for the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

### 22.02 Dental

Fifty percent (50%) of the premium cost of dental plan based on the current A.D.A. schedule until such Employee retires or reaches the age of seventy (70), or until such Employee ceases to be an Employee of Extencicare/Athabasca whichever is earlier. Subject to carrier requirements, the dental plan should provide one hundred percent (100%) of routine preventive work (to a maximum of \$1,000/calendar year/insured person in the first year of coverage and to a maximum of \$1500/calendar year/ insured person thereafter) and fifty percent (50%) of major restorative work (to a maximum of \$1000/calendar year/insured person in the first year of coverage and to a maximum of \$1500/calendar year/insured person thereafter) and \$1000 lifetime maximum of orthodontia for dependants age 6 to 18 years.

### 22.03 Life Insurance

One hundred percent (100%) of the premium cost of life insurance and A.D.&D. subject to carrier requirements, in the amount of one (1X) times annual earnings to a maximum of \$200,000. The benefit reduces to \$3,000 maximum at age sixty-five (65). Employees over age seventy (70) are not insurable.

### 22.04 Extended Health Care Plan

Effective May 1, 2002: The Employer will contribute one hundred percent (100%) of the single premium cost of the Extended Health Care Plan for eligible Employees.

Subject to plan carrier requirements, the plan provides for a fifteen dollar (\$15.00) deductible per calendar year, twenty percent (20%) co-insurance on

drugs, semi-private and private hospital accommodation and a hearing aid maximum of five hundred dollars (\$500) every three (3) years per insured person.

The Employer reserves the right to change plan carriers.

#### 22.05 Continuation of Health and Welfare Benefits

During a maternity leave, the Employer will continue to pay the Employer share of Health and Welfare premiums for a period of two (2) months following the end of the month in which the maternity leave commences. For any other leaves of absence, the Employer will continue to pay the Employer share of all Health and Welfare premiums only to the end of the month in which the leave commences. For the remaining period of the leave, benefit coverage may be continued by the Employee, provided the Employee pays the total cost of the benefit premiums to the Employer for each monthly period of the leave.

22.06 Full-time and part-time Employees who have completed their probationary period may elect to enroll in any or all of the group insurance plan(s). Employees who have elected to enroll in a particular plan may withdraw at any time. An Employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July of each year.

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life and A.D. & D. – when coverage is approved.
- (b) Dental – \$250 maximum benefit/covered person during the first twelve (12) months of coverage.
- (c) Extended Health Care
  - (i) Drugs – \$150 maximum benefit per insured person for twelve (12) months from effective date of coverage.
  - (ii) Hearing – no benefit for six (6) months from effective date of coverage.

22.07 Any problems with respect to the insurer(s) acknowledging or honouring any claims is a matter between the Employee and insurer. The Employer has no liability to honour claims rejected by the insurer(s).

22.08 Accrual and payment of all benefits including shared cost arrangements, for all Employees shall be on a pro-rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly or seventy-seven point five (77.5) hours bi-

weekly in the case of an LPN. Employees who regularly work an average of at least ninety-five percent (95%) of seventy-five (75) hours bi-weekly; (seventy-seven point five (77.5) hours for LPN's bi-weekly); shall be deemed to be full-time and therefore shall not be pro-rated.

- 22.09 Pro-rated amounts as specified in clause 22.08 will be based on seniority lists updated every six (6) months. The average hours worked during the preceding six (6) month period shall be the hours used for calculating the pro-rated amounts under clause 22.08 for the following six (6) month period.

The only exception to this calculation will be an Employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position; (seventy-seven point five (77.5) hours for LPN's bi-weekly position). In this instance, the Employee will immediately receive entitlement to one hundred percent (100%) of the Employer's paid share of the benefits.

- 22.10 The pro rata percentage for newly hired full-time and part-time hires will be based on the schedule of work for which these Employees are hired. This percentage will be revised if necessary, once the Employee has worked a full predetermined six (6) month period.

### **ARTICLE 23 – REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P.)**

- 23.01 Full-time and part-time Employees may elect to enroll in the Employer administered Group R.R.S.P. On completion of such Employer's probationary period, Employees may choose to contribute thirty cents (30¢) per hour worked into the Employer administered Group R.R.S.P. Employee contributions will be on a voluntary basis with decisions to participate or not made once a year at the designated time for a twelve (month period. For each Employee contributing into the Employer administered Group R.R.S.P. in any twelve (12) month period, the Employer will contribute a further thirty cents (30¢) per hour worked on behalf of such participating Employees.

Effective May 28, 2010, replace the last paragraph below with the following.

Full-time and part-time Employees may elect to enroll in the Employer administered Group R.R.S.P. On completion of such Employer's probationary period, Employees may choose to contribute fifty-five cents (\$0.55) per hour worked into the Employer administered Group R.R.S.P. Employee contributions will be on a voluntary basis with decisions to participate or not made once a year at the designated time for a twelve (12) month period. For each Employee contributing into the Employer administered Group R.R.S.P. in any twelve (12) month period, the Employer will contribute a further fifty-five (\$0.55) per hour worked on behalf of such participating Employees.

The Employer will remit the stipulated amounts together with an itemized list showing the amounts, the Employee's name, address, and social insurance number. The Employer shall be saved harmless for all deductions and payments so made.

In the event that an Employee withdraws their accumulated R.R.S.P. funds from the Employer administered Group R.R.S.P. while still employed, the Employee will not be permitted to participate in the Employer administered Group R.R.S.P. for one (1) year from the date of such withdrawal. The Employee and the Employer contributions shall cease on the date the Employee elects to withdraw their accumulated R.R.S.P. funds.

## **ARTICLE 24 – LEAVES OF ABSENCE**

### **Bereavement**

- 24.01 (a) In the event of a death in the immediate family of an Employee, a leave of absence of up to three (3) days will be granted. Employees will receive pay for such days of absence if they were scheduled to work. Additional paid leave of up to two (2) scheduled days for the purpose of travel to and from the funeral may be authorized by the Employer. Additional unpaid leave may be granted by the Employer. Immediate family of an Employee includes the Employee's spouse, child, brother, sister, parent, parents-in-law, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law, and stepchildren of the Employee. Spouse shall include common law and/or same sex relationships.
- (b) In the event of a death of another relative or close friend, the Employer shall (subject to operational requirements) grant up to one (1) working day off without pay to attend funeral services

### **Jury Duty**

- 24.02 A leave of absence will be granted to an Employee who serves as a juror or who is subpoenaed as a witness to any court. The Employer will pay any loss of earnings, based on her regularly scheduled hours, less the payment she receives for jury service or court witnesses. The Employee must present proof of service and the amount of pay received. The Employee must notify the Employer as soon as possible for the selection for jury duty or court witness.

### **Elections**

- 24.03 Paid time off will be granted when necessary in accordance with municipal, provincial or federal legislation.

### **Union Leave**

- 24.04 (a) The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or other Union business. Request for leave shall be submitted in writing with as much advance notice as possible and will be subject to the efficient operation of the facility. Requests for leave will not be unreasonably denied.
- (b) The Employer agrees that, where permission had been granted by the Employee's Supervisor, the Union Steward may leave their employment temporarily in order to meet with the Employer with respect to a grievance or disciplinary matter. The Union Steward shall suffer no loss of pay for the time so spent.
- (c) Employees elected to full-time positions or selected for any position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and shall continue to accrue seniority. It is agreed that for the purpose of W.C.B., such persons would be deemed to be employed by the Union.
- (d) The Employer will pay the regular rate of pay for one (1) of the Employee members of the Negotiating Committee for all regularly scheduled working hours while attending negotiations up to and including mediation.
- (e) To facilitate the administration of union leave as provided within the Collective Agreement, where union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or the replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.

#### Personal Leave of Absence

- 24.05 (a) The Employer may grant an unpaid leave of absence for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operation of the facility.
- (b) Written requests for leave of absence should be submitted at least four (4) weeks, when possible, prior to the desired commencement of the leave stating the requested date of departure, the date of return, and the reason for the leave. Where the Employee provides at least four (4) weeks notice of their leave request to the Employer, the Employer shall respond in writing ten (10) days prior to the required date of leave.
- (c) Such leave shall not be granted, except in extenuating circumstances acceptable to the Employer, during July and/or August and between December 15<sup>th</sup> and January 15<sup>th</sup>.

- (d) During any approved leave of absence without pay, the Employer agrees to continue benefit premium contributions for the month in which the leave commences. Subject to the approval of the benefits carrier, the Employee may continue benefit coverage during such leave by notifying the Employer of her intention and by submitting payment for the full premium costs to the Employer no later than the first day of the month for which coverage is required. Failure to remit payment required shall result in cancellation of the benefits.

### Educational Leave

- 24.06 (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer may grant an unpaid leave of absence for such purpose where operational requirements permit.
- (b) During an Employee's educational leave, the Employee may work as a casual Employee in the bargaining unit without adversely affecting reinstatement to the position from which the Employee is on leave.

### Maternity/Parental Leave

- 24.07 (a) An Employee who has completed six (6) months of continuous employment shall, upon written request, be granted up to fifteen (15) weeks of maternity leave and up to thirty-seven weeks parental leave. Such leaves must be taken consecutively.
- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay or 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 income protection credits, if any.
- (d) An Employee, who is the parent of a newborn or newly adopted child, who has completed six (6) months of continuous employment shall, upon written request, be granted up to thirty-seven (37) weeks parental leave.
- (e) An Employee shall provide twenty-eight (28) days notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed

of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with clause 24.07(e).

- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within fifty-two (52) weeks of the date a child is born or an adopted child is placed with the parent.
- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice of their readiness to return to work, following which the Employer will reinstate him/her in the same or equivalent posting at not less than the same step on Schedule A and with the seniority that accrued to the Employee up to the date the leave commenced.
- (i) Employees shall not be entitled to statutory holiday pay or a compensating day of in lieu of a General Holiday (full-time Employees only) from the Employer while on a leave of absence.

### Special Leave

- 24.08 (a) A full-time Employee shall be granted up to four (4) special leave days per calendar year for the purpose of illness in the immediate family or other pressing necessity that requires the Employee's personal attention. For such special leave, the full-time Employee shall use any of vacation time, time in lieu of a named holiday, banked overtime, or unpaid leave of absence.
- (b) A part-time Employee shall be granted up to three (3) special leave days per calendar year for the purpose of illness in the immediate family or other pressing necessity that requires the Employee's personal attention. For such special leave, the part-time Employee shall use any of vacation time, banked overtime, or unpaid leave of absence.
- (c) For the purposes of clause 24.08(a) and (b), "immediate family" shall be as defined in clause 24.01(a).
- (d) The Employer reserves the right to request proof of family illness.

### Terminal Care Leave

- 24.09 (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay and benefits for a period up to six (6) months. "Immediate family member" shall be as defined at clause 24.01(a).

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

## **ARTICLE 25 – LAYOFF AND RECALL**

### **Meeting with the Union**

- 25.01 (a) The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the layoff will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.
- (b) When, in the opinion of the Employer, it becomes necessary to displace or layoff an Employee(s) or reduce full or part time Employee(s) posted hours of work, the Employer will give the Employee(s) at least fourteen (14) calendar days notice in writing and where that is not possible the Employee(s) shall be paid up to (2) two weeks pay in lieu thereof based on regularly scheduled hours except in the case of casual Employees for whom the Employer shall not be required to give notice. If the Employee is not laid off on the exact date specified in the original notice of layoff and is not in fact laid off until after the originally specified date, no new notice of layoff is required and no pay in lieu thereof is owing.
- (c) A consultation meeting with an Employee (who is to be laid off or displaced), the Employer and a Union Representative shall be held at which time the Employee shall indicate her choice of a vacant position (in the bargaining unit, if one exists, subject to Article 10) or may choose to displace a less senior Employee, in the same status (full or part time) for which she has the skill, training, knowledge and ability to perform the work. If such Employee is full time and there are no other full time positions, she may displace a less senior Employee who is part time. Where an Employee chooses not to displace or is unable to displace a less senior Employee she shall be laid off pursuant to the notice given under clause 25.01(b).
- 25.02 If an Employee is laid off out of the facility, subject to the terms of the group insurance benefits (which does not include the group R.R.S.P.) an Employee may choose to continue to pay the full premium cost of any group insurance benefits in which she was enrolled at the time of layoff. The Employee must pre-pay the full premium costs prior to the first business day of each month. The maximum period the Employee can choose to continue to pay the full premium costs is for twelve (12) months from the end of the month in which the layoff out of the facility occurred or until the laid off Employee is recalled or employed elsewhere, whichever occurs first.
- 25.03 (a) All full time, part time and temporary vacancies shall be posted and filled in accordance with Article 10, except as provided in clause 25.01(c).

- (b) Where there are no applicants for a posted vacancy or there are no suitable applicants, the most senior full or part time Employee on layoff who has the skills, training, knowledge and ability to perform the work shall be offered the position.
- (c) The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last place of residence on file or by personal delivery of same. When dispatched by double registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified within five (5) days of delivery shall:
  - (i) notify the Employer that she shall report for work as directed;
  - (ii) notify the Employer that she does not intend to return to work;
  - (iii) return to work at a date mutually agreed between the Employer and the Employee; or
  - (iv) indicate that she does not wish to accept this recall, but would like to stay on the casual list.

An Employee who does not respond to notice of recall or who refuses recall to a position of the same classification and hours of work as per pre-layoff position shall be deemed to have resigned.

- 25.04 Other than for the continuation of accrued seniority at the time of layoff, the rights and benefits arising under this Article and grievance and arbitration rights, an Employee's rights while on layoff shall be limited to the right of recall.
- 25.05 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, does not respond to notice of recall pursuant to clause 25.03(c) or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.
- 25.06 At the meeting held in accordance with clause 25.01(a), a protocol with respect to casual shifts shall be discussed for use during the time period which Employees are on layoff or reduced hours for the recall period.
- 25.07 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.
- 25.08 No new full or part time Employees will be hired until all Employees on layoff who have the requisite skills, training, knowledge and ability have been given an opportunity of recall.

25.09 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.

## **ARTICLE 26 – GRIEVANCE PROCEDURE**

### **Grievance Definitions**

26.01 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) named Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in clause 26.05 except in cases of suspension or dismissal which will commence at Step II, or;
- (b) a group grievance is a dispute affecting two (2) or more named Employees. Such grievance shall be initiated at Step II and processed therefrom in the same manner as an individual grievance as outlined in clause 26.05, or;
- (c) A policy grievance is a dispute between the Employer and the Union regarding the interpretation, application or violation of the agreement which cannot be resolved by discussion between the parties. Such grievance shall be initiated, in writing, within thirty (30) days of the date of the act giving rise 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 five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

### **Authorized Representatives**

- 26.02 (a) An Employee may be assisted and represented by a Union Representative/ Steward when presenting a grievance.
- (b) The Employer agrees that a Union/Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article.
- (c) A Union Steward shall not leave her work without first obtaining consent from her supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of her duties under this Agreement involving a grievance provided that the Union Steward does not leave the Employer's premises.

Time Limits

26.03 For the purposes 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 General Holidays which are specified in Article 21.

Mandatory Conditions

- 26.04 (a) Should the Employee or the Union fail to comply with any time limit in this Article, 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 II.

26.05 (a) Step I

An Employee who has a grievance shall, within ten (10) days of the date of the incident giving rise to the grievance, first discuss the matter with the Director of Care or designate and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactory to the Employee, it may be advanced to Step II.

## (b) Step II

If

- (i) an individual grievance, within ten (10) days of discussing the grievance with her Director of Care or designate in Step I; or
- (ii) a group grievance, within ten (10) days of the act giving rise to the grievance; or
- (iii) a policy grievance; or
- (iv) an Employee has a grievance related to her suspension or dismissal, within ten (10) days of the suspension or dismissal,

the grievance shall be submitted, in writing, stating the article(s) claimed to have been violated, the nature of the grievance and redress sought, to the Administrator or designate who shall reply within five (5) days of receiving

the grievance. If the grievance is not resolved at this step, it may be advanced to Step III.

(c) Step III

Within five (5) days of the reply from the Administrator, or designate, the Employee shall submit the grievance in writing to the Regional Director or designate. The Regional Director or designate shall hold a meeting within five (5) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Regional Director or designate shall render a written decision within five (5) days of the date of the meeting. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

Arbitration

- 26.06 (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step III of the grievance procedure, notify the other party in writing of its intention to do so and name its nominee to the Arbitration Board, or state its desire to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in clause 26.06(a) above, the party receiving such notice shall:
- (i) inform the other party of the name of its nominee to an Arbitration Board; or
  - (ii) have a discussion with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principle and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where nominees to a Board have been named by the parties, they shall within seven (7) days endeavour to select a mutually acceptable Chair for the Arbitration Board. If they are unable to agree upon the choice of a Chair, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- (d) 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 decisions, in writing to the parties within fourteen (14) days after the completion of the hearing.

- (e) In the case of an Arbitration Board, the Chair shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (f) 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.
- (g) Each of the parties to this Collective Agreement shall bear the expenses of its nominee to an Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the two parties to the dispute.
- (h) Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.

#### **ARTICLE 27 – COPIES OF THE COLLECTIVE AGREEMENT**

- 27.01 Following the signing and printing of the Collective Agreement and within ten (10) days of receipt of the copies, the Employer will inform the Employees of the availability of the Collective Agreement for the Employees to pick up.
- 27.02 The Union shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 27.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Union. Cost shall be shared equally between the Parties.
- 27.04 The Employer will prepare the Collective Agreement for the Parties signatures on written notification of ratification. The Employer shall provide an electronic copy of the final version of the Collective Agreement to the Union.

#### **ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY**

- 28.01 One (1) bargaining unit member shall sit on the Employer's existing Occupational Health and Safety Committee. Such Employee shall not suffer any loss of pay for time spent at such Committee meeting.
- 28.02 If recommendations by the Occupational Health and Safety Committee are not implemented or adequate steps do not seem to be taken in the opinion of the Committee towards implementation within two (2) months from the date the recommendation is made, the Occupational Health and Safety Committee may refer the item to the Administrator of the facility. A written reply will be given by the Administrator within thirty (30) days of the presentation by the Occupational Health and Safety Committee.

**ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE**

- 29.01 (a) A Labour-Management Committee shall be established with Union and Employer representation. The Union shall provide the names of up to four (4) Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the Labour Management Committee.
- (b) The Labour Management Committee shall meet and discuss matters of mutual concern not covered within the Collective Agreement.
- (c) An Employee shall not suffer a loss of pay for attendance at these committee meetings.
- 29.02 A Union Representative shall have the right to attend Labour Management Committee meetings. However, if a Union Representative attends, she will replace an Employee representative, the intent being that a meeting will not involve more than four (4) representatives of each party.
- 29.03 Upon mutual agreement of the Union and the Employer, the parties may agree to coordinate Labour Management Committee meetings with any labour-management forum of the other AUPE bargaining unit with the Employer.

**ARTICLE 30 – INSERVICE**

- 30.01 Regular Employees required by the Employer to attend in-service, staff meetings, disaster plan exercises, and committee meetings shall be recognized as being on duty under the terms of this Collective Agreement and an Employee attending such shall be paid at the applicable rate of pay.
- 30.02 Employees who, with the prior approval of their supervisor, attend an inservice shall not suffer a loss of pay for such attendance.

**ARTICLE 31 – PERFORMANCE APPRAISALS**

- 31.01 (a) The Employer will endeavour to provide each Employee with a written performance appraisal regularly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with 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 on her personnel file.

- (c) The form of the performance appraisal shall be determined by the Employer.
- 31.02 (a) By appointment made at least one (1) working day in advance to the Director of Care or Administrator an Employee may view her personnel file, once per year or when the Employee has filed a grievance, in the presence of the Employer designated representative.
- (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 costs of copying.
- 31.03 An Employee's performance appraisal shall not be released by the Employer to any person except to the Employee's immediate supervisor, a management Employee, a Board of Arbitration or as required by law, without the written consent of the Employee.

## **ARTICLE 32 – DISCIPLINE AND DISMISSAL**

- 32.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 32.02 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 on the Employee's personnel file.
- 32.03 The Employee shall sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a Union Representative during the disciplinary discussions.
- 32.04 An Employee shall be advised of their right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if she wishes.
- 32.05 (a) 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.
- (b) An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service exclusive of unpaid leaves of absence 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 above defined eighteen (18) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

32.06 Nothing in this Article prevents immediate suspension or dismissal for just cause.

32.07 When an Employee is discharged or suspended, a copy of such discipline or discharge shall be forwarded to the President of the Union within five (5) days of issuance (not including Saturdays, Sundays and General Holidays).

### **ARTICLE 33 – RESPONSIBILITY PAY**

33.01 When a Registered/Graduate Nurse or a management Employee is not on duty for an entire shift or more, a member of the nursing staff may be assigned to be in charge of the entire facility and all its residents. The individual so assigned will receive a premium of one dollar and fifty cents (\$1.50) per hour worked for such designated responsibility.

### **ARTICLE 34 – RESIGNATION**

34.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of resignation of employment.

34.02 Upon an Employee's resignation, she shall be paid any monies owing to her on her final pay.

### **ARTICLE 35 – WAGE PROGRESSION**

35.01 Employees within their classification will progress through the increment structure on the basis of hours worked within the classification. One thousand nine hundred and fifty (1950) hours worked being equivalent to one (1) year, or two thousand and fifteen (2015) hours worked being the equivalent of one (1) year in the case of an LPN.

### **ARTICLE 36 – PAYMENT OF WAGES**

36.01 Extendicare shall pay wages by direct deposit every second week. Pay statements will be made available at the facility.

36.02 Retroactivity to be paid to all Employees in the employ of the Employer on the date the Memorandum of Settlement is signed, based on straight time hours worked.

- 36.03 In the event of an error on an Employee's pay, the Employer will provide payment for the shortfall with the next processed pay following the date on which the error is brought to the Employer's attention.
- 36.04 In the event an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable schedule for repayment with the Employee. The minimum bi-weekly repayment will be twenty-five dollars (\$25.00).

**SIGNATURES**

DATE AT EDMONTON this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**

| Job Classification | Step | Hours   | January 1,<br>2009 | May 28,<br>2010  | January 1,<br>2011 | January 1,<br>2012 |
|--------------------|------|---------|--------------------|------------------|--------------------|--------------------|
| Care Aide          | 1    | Start   | \$14.68            | \$15.87          | \$16.43            | \$17.16            |
|                    | 2    | 487.5   | \$14.98            | \$16.20          | \$16.77            | \$17.52            |
|                    | 3    | 1950    | \$15.31            | \$16.56          | \$17.13            | \$17.91            |
|                    | 4    | 3900    | \$15.88            | \$17.17          | \$17.77            | \$18.57            |
|                    | 5    | 5850    | \$16.54            | \$17.88          | \$18.51            | \$19.34            |
|                    | 6    | 7800    | \$17.20            | \$18.59          | \$19.24            | \$20.11            |
|                    | 7    | 9750    | \$17.55            | \$18.97          | \$19.64            | \$20.52            |
| Health Care Aide   | 1    | Start   | \$15.57            | \$16.83          | \$17.42            | \$18.21            |
|                    | 2    | 487.5   | \$15.89            | \$17.18          | \$17.78            | \$18.58            |
|                    | 3    | 1950    | \$16.30            | \$17.63          | \$18.24            | \$19.07            |
|                    | 4    | 3900    | \$16.78            | \$18.14          | \$18.77            | \$19.62            |
|                    | 5    | 5850    | \$17.45            | \$18.86          | \$19.52            | \$20.40            |
|                    | 6    | 7800    | \$18.12            | \$19.59          | \$20.27            | \$21.19            |
|                    | 7    | 9750    | \$18.47            | \$19.97          | \$20.67            | \$21.60            |
| LPN                |      |         | January 1,<br>2009 | April 1,<br>2009 | April 1,<br>2010   | April 1,<br>2011   |
|                    | 1    |         | \$20.69            | \$21.72          | \$22.70            | \$23.72            |
|                    | 2    |         | \$21.58            | \$22.66          | \$23.68            | \$24.75            |
|                    | 3    |         | \$22.44            | \$23.56          | \$24.62            | \$25.73            |
|                    | 4    |         | \$23.32            | \$24.49          | \$25.59            | \$26.74            |
|                    | 5    |         | \$24.20            | \$25.41          | \$26.55            | \$27.74            |
|                    | 6    |         | \$25.04            | \$26.29          | \$27.47            | \$28.71            |
|                    | 7    |         | \$26.05            | \$27.35          | \$28.58            | \$29.87            |
| 8                  |      | \$27.09 | \$28.44            | \$29.72          | \$31.06            |                    |

**NOTES:**

- (1) For the Health Care Aide and Care Aide job classifications, the January 1, 2012 basic hourly rates of pay are subject to change in the event the Alberta Average Weekly Earnings index for April 1, 2011 exceeds four point five percent (4.5%).
- (2) For the Licensed Practical Nurse job classification, the basic hourly rates of pay beyond April 1, 2011 are subject to the LOU re Licensed Practical Nurse Wage Schedule.

**LETTER OF UNDERSTANDING**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**  
(hereinafter referred to as “the Employer”)

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/005**  
(Auxiliary Nursing Bargaining Unit)  
(hereinafter referred to as “the Union”)

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**LOU RE: VACATION ENTITLEMENT UTILIZATION**

The Employer agrees that Full-time and Part-time Employees may use vacation in less than calendar week blocks for the term of the Collective Agreement expiring December 31, 2012.

DATE at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**  
(hereinafter referred to as “the Employer”)

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/005**  
(Auxiliary Nursing Bargaining Unit)  
(hereinafter referred to as “the Union”)

**LOU RE: LICENSED PRACTICAL NURSE WAGE RATE**

From January 1, 2009 to the conclusion of the Collective Agreement expiring December 31, 2012, the Licensed Practical Nurse (LPN) basic hourly rate of pay as set out in Schedule “A” will be subject to the following.

The Employer will implement the LPN basic hourly rates of pay with the same effective dates as implemented under a Multi-Employer AUPE/Alberta Health Services Auxiliary Nursing collective agreement once that agreement has been ratified by the AUPE and the employers represented by Alberta Health Services.

DATE at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**  
(hereinafter referred to as “the Employer”)

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/005**  
(Auxiliary Nursing Bargaining Unit)  
(hereinafter referred to as “the Union”)

**LOU RE: EXTENDED WORK DAY FOR LICENSED PRACTICAL NURSES**

WHEREAS the Employer wishes to assign Licensed Practical Nurses (LPN’s) over a 24-hour period through the scheduling of extended shifts,

AND WHEREAS the Collective Agreement between the Union and the Employer is without any provision for extended shifts,

NOW THEREFORE, on a without prejudice basis, the parties agree to modify the terms of the Collective Agreement for the extended work day for LPN’s in the matter set out below.

**A. Scope**

This Letter of Understanding shall apply to all LPN’s within the scope of the bargaining unit (regardless of employee status) who work an extended shift.

**B. Duration**

Notwithstanding Section F below, this Letter of Understanding will continue to be in full force and effect up to and including December 31, 2012 or the date of ratification of the subsequent collective agreement between the Union and the Employer, whichever is later.

**C. Definitions**

For the purposes of this Letter of Understanding only, the following definitions shall apply.

1. “Full-time Employee” is one who is regularly scheduled to work 78.75 hours bi-weekly averaged over the Employee’s shift rotation exclusive of unpaid meal periods.

2. "Part-time Employee" is one who is regularly scheduled to work less than 78.75 hours bi-weekly averaged over an Employee's shift rotation exclusive of unpaid meal periods.
3. "Extended Shift" shall mean a daily tour of duty exclusive of overtime hours. A shift shall be eleven point two five (11.25) hours.
4. Night and Day Shifts:
  - (i) "Night Shift" shall be from 1900 hours to 0715 hours the following morning; and,
  - (ii) "Day Shift" shall be from 0700 hours to 1915 hours the same day.

#### D. Provisions

1. There shall be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.
2. There shall be three (3) paid rest periods of fifteen (15) minutes each during the extended shift.
3. Schedules shall provide:
  - (i) at least twelve (12) hours off between shifts;
  - (ii) no more than four (4) consecutive extended shifts;
  - (iii) no more than four (4) extended shifts within a calendar week;
  - (iv) at least two (2) consecutive days of rest;
  - (v) at least twenty-two point five (22.5) hours off duty between shift change over between extended shifts; and,
  - (vi) at least one (1) weekend off in two (2) averaged over an Employee's shift rotation.

Approved deviation from the posted schedule which results from an Employee initiating an exchange of shifts with other qualified Employees shall not increase the cost to the Employer.

4. Overtime:

Overtime is all hours authorized by the Employer and worked by the Employee in excess of eleven point two five (11.25) hours in a day or more than seventy-eight point seven five (78.75) hours bi-weekly averaged over a shift rotation. Overtime as defined above shall be paid at double-time (2X) the Employee's basic hourly rate of pay.
5. Vacation:

The annual vacation entitlement an Employee receives under the extended work day schedule shall correspond exactly in hours to the vacation entitlement of a seven point seven five (7.75) hour schedule. All other matters pertaining to annual vacation shall be pursuant to the Collective Agreement.

6. Named Holidays:

For Full-time Employees, the one (1) day off with pay or payment in lieu of Named Holidays referred to in clauses 21.04 and 21.05 shall be paid at 7.75 hours per Named Holiday, and in no instance shall a Full-time Employee be paid in excess of one hundred point seven five (100.75) hours annually for such Named Holidays benefits.

7. Time Zone Changes:

Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over eleven point two five (11.25) hours in a shift, and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.

E. Other Terms and Conditions

The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement shall remain in full force and effect between the parties.

F. Cancellation

Either party may cancel this Letter of Understanding by providing fourteen (14) calendar days or one (1) pay period, whichever is longer, prior written notice to the other party.

DATE at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**  
(hereinafter referred to as “the Employer”)

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/005**  
(Auxiliary Nursing Bargaining Unit)  
(hereinafter referred to as “the Union”)

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**LOU RE: EMPLOYEES ENTERING THE AUXILIARY NURSING BARGAINING UNIT  
FROM THE GENERAL SUPPORT SERVICES BARGAINING**

Whereas the Employer has a separate collective agreement with the Union for the General Support Services (GSS) bargaining unit, the parties hereby agree to the following provisions for dealing with employees of the GSS bargaining unit entering into the Auxiliary Nursing (AN) bargaining unit for the duration of the Collective Agreement expiring December 31, 2012.

1. An Employee shall only serve one (1) probationary period for any period of continuous employment with the Employer except in the event a probationary employee from the GSS bargaining unit enters the AN bargaining unit. In the latter case, that probationary employee shall be required to serve the greater of the remainder of her/his probationary period or three hundred and thirty-seven point five (337.5) hours in the AN bargaining unit. All other probationary provisions of the Collective Agreement shall apply.
2. A job posting award resulting in an Employee transferring from the GSS bargaining unit to a new job classification in the AN bargaining unit shall be subject to a trial period set out at clause 10.XX. For clarity, if the Employer finds the Employee to be unsatisfactory during the trial period, or if the Employee wishes to return to her former position in the GSS bargaining unit, the Employer shall reinstate the Employee in her former position in the GSS bargaining unit, if it exists, without loss of seniority.
3. In consideration of the reciprocal provisions between the parties for the GSS bargaining unit, any other Employee in the AN bargaining unit affected by the return of an Employee to her/his position in the AN bargaining unit from the GSS bargaining unit shall also return to her former position, if it exists, without loss of seniority.

- 4. If an Employee's former position, as referred to in paragraphs #2 and #3 above, does not exist, she/he shall have access to Article 25, Layoff and Recall.
- 5. When an Employee enters the AN bargaining unit from the GSS bargaining unit, she/he shall carry forward her/his seniority from the GSS bargaining unit. In the event an Employee is a member within both bargaining units, her/his seniority shall be the total of her/his seniority accrued within each bargaining unit.

DATE at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**  
(hereinafter referred to as “the Employer”)

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/005**  
(Auxiliary Nursing Bargaining Unit)  
(hereinafter referred to as “the Union”)

**LOU RE: LONG TERM DISABILITY PLAN**

Within one hundred and twenty (120) calendar days of the date of exchange of written notice of ratification of the Collective Agreement, the Union and the Employer will commence discussions on a long term disability (LTD) plan. Once the LTD plan details are confirmed, then within a further one hundred and twenty (120) calendar days, the Employer will arrange for a LTD plan carrier.

The LTD plan premiums shall be one hundred percent (100%) Employee paid. The Employer will deduct premiums from the Employee’s pay and forward same onto the LTD plan carrier.

It is understood and agreed that the Employer’s only obligation is to deduct and remit LTD plan premiums, that the Employer is not the insurer and bears no liability for decisions of the LTD plan carrier, and any problems with respect to the LTD plan carrier acknowledging or honouring any claim(s) is a matter between the Employee and the LTD plan carrier.

DATE at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

**EXTENDICARE CANADA INC.  
ATHABASCA**  
(hereinafter referred to as “the Employer”)

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/005**  
(Auxiliary Nursing Bargaining Unit)  
(hereinafter referred to as “the Union”)

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**LOU RE: LICENSED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT**

Effective January 1, 2011, the Employer will provide to employees employed as in the LPN job classification “Licensed Practical Nurses (LPN) Professional Development Leave” for the sole purpose of professional development of the Employee’s nursing (LPN) skills.

1. All full-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of three (3) professional development days in that same calendar year.
2. All part-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of two (2) professional development days in that same calendar year.
3. Qualified Employees who are hired after January 1 of the given calendar year or current employees who bid into a permanent full-time position (i.e., achieve a status change from part-time to full-time) shall be entitled to LPN Professional Development leave as follows; it must be noted that a current Employee bidding into a permanent full-time position shall be entitled only to the maximum LPN professional development leave as set out in 1 above.
  - (a) Hired or status change effective before July 1 of the calendar year, per 1 or 2 above as applicable.

- (b) Hired or status change after June 30, for a full-time Employee, two (2) professional development days for the balance of the calendar year, and for a part-time Employee, one (1) professional development day for the balance of the calendar year.
- 4. LPN Professional Development leave shall be paid at the employee's basic hourly rate of pay.
- 5. In the event this Letter of Understanding takes effect on the earlier of April 1, 2010 or the date of exchange of written notice of ratification, for the purposes of implementation of this provision in the 2010 calendar year, 'January 1' as cited at points 1, 2 and the opening paragraph of 3 shall be amended to read as 'April 1, 2010 or the date of exchange of written notice of ratification'.

DATE at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

**\*NOT ATTACHED TO THE COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT**

Between

(The 'Employers')

Alberta Union of Provincial Employees  
(the 'Union') on behalf of the following  
the Bargaining Units ('Bargaining  
Units')

**EXTENDICARE CANADA INC.  
ATHABASCA**

**And  
the**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047 CHAPTER 005 (AUXILIARY  
NURSING CARE)**

**EXTENDICARE CANADA INC.  
ATHABASCA**

**And  
the**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047 CHAPTER 005 (GENERAL  
SUPPORT SERVICES)**

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

**And  
the**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 048 CHAPTER 013**

**EXTENDICARE CANADA INC.  
HILLCREST**

**And  
the**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 048 CHAPTER 012**

**EXTENDICARE CANADA INC.  
HOLYROOD**

**And  
the**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047 CHAPTER 023**

**EXTENDICARE CANADA INC.  
MAYERTHORPE**

**And  
the**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047 CHAPTER 006**

**REGARDING**

**MOA RE: A COMMON NON-MONETARY FRAMEWORK FOR THE COLLECTIVE AGREEMENTS**

**Pre-Amble**

In the interest of proceeding with collective bargaining on monetary proposals for the collective agreement between the given Employer and the respective Bargaining Unit, that which follows the collective agreement having expired December 31, 2008, the parties have entered into this Memorandum of Agreement (the 'MOA') regarding non-monetary proposals. The parties will continue collective bargaining as previously scheduled, and any other dates as agreed by the parties, for the purpose of tabling monetary proposals and/or counter-proposals.

This MOA is agreed to by the parties on a without prejudice basis and is without precedent to any current or future matter(s) arising between them.

While the six (6) Bargaining Units maintain separate collective agreements which would otherwise find six (6) separate memorandum of agreement, for the convenience of this MOA only, a single MOA is being used to convey the agreement between the given Employer and the respective Bargaining Unit.

### **Objective**

By this MOA, the parties agree to discuss and attempt to formulate a common non-monetary framework ('framework') for each of the six (6) collective agreements including:

- AUPE/Athabasca Auxiliary Nursing Care;
- AUPE/Athabasca General Support Services;
- AUPE/Cedars Villa;
- AUPE/Hillcrest;
- AUPE/Holyrood;
- AUPE/Mayerthorpe.

For this, the parties agree in principle to refer to the language in each of the six current collective agreements with respect to non-monetary provisions of the following articles and any other articles as mutually agreed by the parties.

Preamble  
Recognition  
Membership and Dues Deduction  
Management Rights  
Union Management Committee  
OH&S  
No Discrimination  
Discipline and Dismissal  
Union Stewards  
Probation  
Performance Appraisals  
Personnel Files  
Grievance Procedure  
Layoff and Recall  
In-Service Programs  
Named Holidays  
Annual Vacation  
Leaves of Absence  
Sick Leave  
WCB  
Resignation  
Appointments, Promotions, Transfers  
Job Classifications  
RRSP  
Salaries  
Travel Allowance  
Hours of Work

In the course of discussing and attempting to formulate a framework, there shall be no consideration given to changing or otherwise making monetary provisions the same across the six collective agreements. This framework is strictly non-monetary in intent.

Further, it is understood and agreed there shall remain six separate collective agreements. Nothing within this MOA or the agreement by the parties to enter into this MOA or the actions by the parties that follow from this MOA shall directly or indirectly alter that understanding.

### **Current Collective Bargaining**

For each set of collective bargaining between the given Employer and the respective Bargaining Unit, which is currently in progress [Hillcrest, Cedars Villa, and Holyrood] or where proposals have been tabled [Mayerthorpe, Athabasca ANC and Athabasca GSS], the parties agree to withdraw all non-monetary proposals and counter-proposals.

### **Framework**

The parties will meet to discuss and attempt to formulate a framework with respect to the six collective agreements having:

- the same ordering of articles, schedules, appendices, etc.; and
- the same wording for non-monetary provisions.

Under this MOA, the parties shall not introduce new non-monetary provisions, concepts, principles, etc. into the six collective agreements. For clarity, the parties will work from the existing non-monetary language of the six collective agreements.

If at least one (1) of the six collective agreements contains a non-monetary provision (excluding letters of understanding) not found in the remaining collective agreements, that provision may be considered by the parties in the discussion of a framework.

### **Working Group**

A working group for the purposes of this MOA shall be comprised as follows.

- On behalf of the Union and its Bargaining Units:
  - One (1) Union Representative from the Alberta Union of Provincial Employees; and,
  - One (1) Employee representative from each Bargaining Unit.
- For the Employers:
  - One (1) Human Resources/Labour Relations representative; and
  - Up to one (1) management representative from each Employer.

### **Location**

The working group will meet in Red Deer unless mutually agreed otherwise.

### **Timeline**

The working group shall first meet within sixty (60) days of the date of signing the MOA.

The parties will complete a draft framework by December 31, 2010 unless mutually agreed otherwise.

**Union Ratification**

The draft framework shall be subject to ratification by the parties. For that purpose, the Bargaining Unit representatives will recommend to their respective Bargaining Unit the draft framework upon its completion. Ratification would take place within thirty (30) calendar days of the date on which the working group concludes a framework.

**Current Collective Agreement**

The collective agreement for a given Employer and the respective Bargaining Unit shall continue to be in full force and effect until the draft framework is ratified by the given Bargaining Unit.

Agreed to and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

For the Respective Bargaining Units:

For the Respective Employers:

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